

Seller Agreement

These Terms and Conditions apply to anyone who has entered into a Marketplace Agreement of Special Conditions with Houseguru (Rumahku Marketing Company No: 002234532-K). This includes Houseguru.my, or any other Internet domain property or mobile application owned or operated by the Houseguru Platform, the Houseguru Seller Center for the purpose of transacting in its goods or services. This furthermore includes any source with employing the usage of Houseguru, its website, or its various products.

At any time in its sole discretion, Houseguru and Sellers and corresponding parties reserve the right to modify any terms and conditions, fees, procedures, policies governing services via the dedicated platform or seller center. For semantic clarification, Houseguru and Seller may be referred to as a "Party" individually and, collectively, as "Parties". Changes may occur at the Houseguru and Sellers' discretion without prior notification, and will take place (14) days from notification within seller platform or seller center. Sellers must continue to abide and accept revised Terms and Conditions or product service will be terminated. If the seller does not agree to the specified modifications of Terms and Conditions, Sellers will agree to discontinue the use of the Services, the Platform and Sellers Center (except to herein specified extent) and the Seller Agreement will therefore be terminated. The seller is solely responsible for reviewing notices and policies.

Use of the Services, the Platform and Seller Center is limited to parties that can enter and form contracts under applicable law. Sellers will represent and warrant that:

- a) Their business is and will remain at all times, competent and organized, existing within good standing under the legislative laws and jurisdiction of its country of prior registration.
- b) They have all requisite right, power and authority to enter into the Seller Agreement, and therefore must abide by specified conditions.
- c) Any of providing information made available to Houseguru or its Affiliates is at all times accurate, up to date and complete.

1. Definitions:

- A. **Administrative Fee:** These are fees paid to The Seller for carrying out administrative duties.
- B. **Affiliate:** Any and all organizational bodies controlling directly and/or indirectly, a Party, Affiliate or Subsidiary.
- C. **Buyer:** Person who orders a Product/Service on the Platform.
- D. **Buyer Agreement:** An Agreement between the Seller and Buyer in a commercial transaction.
- E. **Claim:** Request for money/compensation through legal proceedings

- F. **Commission:** Commission charge for transaction made.
- G. **Confidential Information:** Information of a personal nature that has been labelled 'confidential' and cannot be given by one Party to another without legal permission. This does not include public information, information created by other party or information given to other party through proper legal procedure.
- H. **Content Material:** Information, text and material relating to Services, including trademarks and legal registration details
- I. **Delivery Note:** Document showing delivery of order
- J. **Dispute:** Disagreement between parties in a commercial transaction
- K. **Dispute Department:** This is the platform created by Houseguru for resolution of any and all Disputes.
- L. **Drop-Shipping:** Delivery of goods from manufacturer to buyer
- M. **Effective Date:** The date for commencement of transaction Buyer Agreement
- N. **Failed Delivery:** Occurring when Order does not reach buyer due to incorrect address, no receiving party or refusal of receiving party to accept order
- O. **Force Majeure:** Unforeseen occurrences beyond any Parties reasonable control preventing fulfilment or contract. This can be due to a natural disaster like flood or hurricane, civil disturbance, legal prohibitions, legal disputes, epidemics or pandemics.
- P. **Fulfilment by Houseguru:** Carrying out of transaction according to agreement between parties.
- Q. **Fulfilled Buyer Agreement:** Delivery and receipt of Order
- R. **Fulfilment Model:** This is a sample/model of a fulfilled Order showing agreement of Parties.
- S. **Good:** This is an item owned and listed by Seller for sale on commercial media Platform
- T. **Guaranteed Delivery Time:** This is the date that all Parties in a delivery transaction agree to as the delivery of an Additional Service
- U. **Inadequate Product:** All wrong, faulty, defective, damaged or non-compliant Good or Product, including those recalled legally and excluding those made defective through handling of all Parties
- V. **Additional Service:** Any and all, added requests or orders made after original order

W. **Additional Service Fee:** Payment fee of any Additional service

2. Some Other Very Important Terms are Defined Below:

1. **Intellectual Property Rights:** All copy, moral and design rights, trademarks and any other rights relating to confidential business information, other registered and unregistered.
2. **KLRC:** Kuala Lumpur Regional Centre for Arbitration.
3. **Listing Price:** Price for which goods are sold, inclusive of all tax laws, but exclusive of discounts provided by The Seller to Buyers.
4. **Order:** Request made by the Buyer through the Platform to purchase a specific Product.
5. **Payment:** Monies given to The Seller in exchange for Goods and Services.
6. **Payment Fee:** Fees calculated based on a set percentage of the Listing Price of a Product.
7. **Personal Data:** Any and all personal information defined as such by protection laws and regulations in Malaysia as applicable personal data, including, but not limited to Houseguru employees, agents, consultants and Buyers.
8. **Personal Data Claims:** Legal request for compensation due to abuse of any and all personal information relating to any living person
9. **Policies:** All rules, guidelines, terms and conditions applicable sellers and buyers pertaining to use of services.
10. **Product:** Refers to the individual item ordered by the Buyer from among those products displayed on the Platform.
11. **Returned Product:** Return of Product/Good to Houseguru by Buyer with reference to the Policies and regulations for such situations.
12. **Ringgit and RM:** Ringgit Malaysia
13. **Sales Proceeds:** Referring to total monies received from Buyer and held by Houseguru for Goods and Services purchased. This includes shipping, handling and all charges, discounts offered by The Seller exclusive of any and all taxes.
14. **Sales Traffic Activities:** Sales activities on all media sales Platforms namely, online shopping, search engine keyword related marketing, social media and any other form of marketing.

15. **Seller Agreement:** Agreement between the Parties regarding Services and containing Special Conditions, relevant schedules and these Terms.
16. **Service Fee:** Monies paid for Services rendered including applicable taxes.
17. **Services:** Services offered by The Seller, which are listing and publishing of Products/Goods marketing content, sale of Goods and after sales care. Where necessary, Additional Services can be requested by Buyer from The Seller.
18. **Shipped Date:** Date Product/Good is collected from Seller by carrier to be delivered to Buyer.
19. **Working Day:** All days in a workweek exclusive of Saturday, Sunday, state and national holidays.

3. Services Offered by Houseguru

- a) Houseguru will provide Services to The Seller according to Agreement for which The Seller will receive invoices for Service fees.
- b) Houseguru will provide only the Platforms for Sellers and Buyers to transact business. Houseguru will not be involved in these transactions. All businesses carried out on these sales platforms will be at Sellers risk.
- c) Seller accords Houseguru legal authority to be its payment-processing agent by registration and use of Services. The Seller must guarantee that all business transactions are legal and in complete accord with the laws of Malaysia, including anti money-laundering regulations. Houseguru will be only an exclusive agent and will not be liable to Seller or Buyer for transactions.
- d) Houseguru will only remit the exact funds it receives from The Buyer. The Seller guarantees that Buyer will fulfil their obligations pertaining to all transactions.
- e) Houseguru will give legal information to The Seller as it relates the Orders made through any media Platform.
- f) Houseguru will support the Seller by providing coordination, answering queries about Goods and services, handling of payment and similar services.

4. Sales Proceeds & Payment

- a) Seller will not receive any interest on Payments. Houseguru reserves the right to combine the payments of users of its services. Any proceeds from sales may be seen as an unsecured lien.
- b) Houseguru will make Payments to Seller on a biweekly basis, unless another method is specified in a written agreement.
- c) In the event Seller breaches any part of the agreed Terms, Houseguru has the right to delay or cancel payment. Any further payment made to the Seller in the event of a breach of Terms does not waive or negate Houseguru rights in any way.
- d) If the Seller's actions are judged to be in violation of the Seller or Buyer Agreements, Houseguru may use its sole discretion in regards to payment made to seller, particularly if the Seller's actions could cause dissatisfaction among Buyers that could lead to legal issues or libel actions. If the Seller's performance or action is causing risk to Houseguru or any of its affiliates, Houseguru may choose to withhold payment to the Seller until:
 - a) The investigation for the Seller in question is finished.
 - b) Sixty (60) days have passed since the initial suspension of the Seller.
- e) Houseguru can put limits on the number of transactions and orders and will not be held liable by the Seller or Buyer if:
 - An Order exceeds said limit, it will not be processed by Houseguru.
 - A Buyer cancels an order with Houseguru permission, because the Goods are unavailable.
- f) If a Seller owes Payment to Houseguru under the Terms of the Seller agreement and is overdue in those payments, Houseguru will charge interest in the amount of 8% per annum. This will be charged on a daily basis from the date on which the Payment was due, as well as after judgement. The interest will be charged from the original date of overdue Payment and will accumulate until the date on which Houseguru receives the Payment. This will be done without any prejudice to the Seller's rights and will be lifted when the account is brought up to date with all monies owed paid in full to Houseguru.

5. Seller Obligations

- a) In entering into this agreement, Seller agrees and guarantees to comply with the Terms set forth by Houseguru and promises that Seller will:
 - Follow all laws, including Malaysian Communications, personal data laws, health and safety codes, privacy acts, anti-hacking guidelines, personal safety laws and codes, GST rules, and Multimedia Content Code, as well as any new laws or acts that may arise. It is the Seller's responsibility to educate their self and adhere to these laws and codes.
 - Follow the Terms and Policies in full.

- Make all appropriate payments regarding an Order, including taxes, fees, duties, etc, that may arise. Houseguru has the right to withhold any taxes or unpaid fees out of an Order in the event Seller owes Payment or fees. Any unpaid fees, taxes, duties, or other form of Payment owed will be held by Houseguru in an attempt to collect monies owed. It is the responsibility of the Seller to ensure that the Orders are checked for all taxes or fees that may occur during the shipping, selling, etc of an Order.
- Sellers are required to have all licences, permits, etc. that are required for selling Goods before they are listed.
- Make certain that there is no deceptive wording or misleading information on Content Material or the Seller's Agreement. No fraudulent information should be presented to Houseguru or Buyers.
- Promptly fill orders to Buyers who meet Houseguru eligibility standards at the price and in the quantity ordered.
- Obtain proper insurance for Goods being shipped to fulfil Orders, regardless of chosen shipping method.
- Seller must inform Houseguru, in proper format, the availability, price, and other information about Goods as asked.
- Make sure that Goods are offered at an equal or lower price than goods of similar or identical quality offered outside the Platform.
- Seller will give written notification of any changes that might affect the sale of Goods to Houseguru in a prompt manner.
- Unless Houseguru specifically appoints a Houseguru employee or third party to oversee a Seller's account, it is the responsibility of Seller to make sure that any person signing Agreements, posting Content, or otherwise accessing the Seller's account, has the permission of the Seller to do so. Seller will not be able to dispute actions of an unauthorized third party acting under their account and will be held accountable for any fraudulent actions that are committed by said third party on Seller's account.
- Ensure that all Goods come with all required documents, including warranty information, and that information is kept current and updated as needed.

b) Seller further undertakes, represents and warrants that it will not, directly or indirectly:

- List Products that are expired, almost out of date, or damaged;

- Attempt to sell any product that violates copyright, trademark, or Intellectual Property Rights. This includes but is not limited to replicas, knock off type merchandise, or reproductions.
- Intellectual Property Rights are not to be violated; see above.
- Exploit any person (s) under the age of eighteen (18) years old, nor will Seller post pornographic or suggestive material.
- Religious or political content will not be posted.
- Disclose personal information about a third party or persons under eighteen (18) without legal written consent.
- Post any material that suggests or offers instructions or glorifies violence or abuse to any religious group, government or government agency, group, or minority, nor shall any display promote animal cruelty or violence, illegal or immoral conduct in any form.
- Use the Platform to hold immoral or antisocial activities including but not limited to gambling, Ponzi schemes, pyramid schemes, lottery, or sweepstakes, or any activity deemed unsuitable by Houseguru.
- Use the Platform or the Services to benefit a third party by purchasing items sold on the Platform.
- Use the Platform and/or Seller Centre to upload or input or otherwise display information not related to Goods for sale, or allow a third party to use any free space or Seller's account.
- Attempt to upload harmful viruses or Trojan Horses, or attempt to override any of the protective software Houseguru has to protect the Platform. Seller should not use the Platform to access any content that doesn't pertain to their personal account. The Platform is not to be used by the Seller to distribute bulk email or harmful software.
- Seller shall not attempt to undermine the technologies of Houseguru. No reverse engineering or other attempts to access the securities will be tolerated. Seller is not to attempt "hacking" to commit fraudulent acts, either to erase or steal copyrights, etc., under any circumstances. Seller is to respect the Intellectual Property Rights, trademarks, and copyrights and make no attempt to alter the Content through use of fraudulent technological means.
- Engage in any activities that could be damaging to the reputation of Houseguru or it's affiliates, employees, etc. Seller shall not violate the implied trust placed by Houseguru to cause harm or risk to Houseguru, Houseguru affiliates, Buyers, etc.

Houseguru shall have the right to determine if any action by Seller carries a risk to Houseguru or its affiliates.

- c) All the Terms mentioned above are to be followed at all times. In the event that a Seller finds themselves in violation of these Terms, they will immediately notify Houseguru and then the Seller will take the necessary actions to correct the violation in an immediate fashion.

6. Relevant Provisions That May Apply to Content Materials and Goods

- a) Guaranteed by Seller
- Unless the Goods are expressly marked as "Refurbished", the Goods must be new. Goods should be as advertised, in proper working condition, with all applicable parts and pieces.
 - Content Material and Goods for Sale must completely comply with the laws and bylaws of Malaysia. The Goods must not be in any way noncompliant to the Policies listed on the Platform or Seller Centre. All information pertaining to Goods for Sale, including but not limited to minimum age restrictions, restricted items, etc, must be adhered to.
 - All Goods offered for sale, and all items related to Goods for Sale, must be legally obtained without security issues, liens, or other issues that would prohibit their legal sale.
- b) Unless the Seller and Houseguru reach a written agreement, no obscene or sexually explicit Content Material or Goods may be listed on the Platform. Seller is required to list all warnings, disclaimers, and other information pertaining to the Goods, either in Mandarin, English, or Bahasa Malaysia, and this information must be presented and kept current and up to date. Any attempt to list Goods that are obscene or sexual in nature is a direct violation of these Terms and will be removed.
- c) Seller is responsible for verifying the authenticity of all Goods. Houseguru will not be held accountable.
- d) Content materials may not be listed on the Platform by the Seller, nor may the Seller attach Uniform Resource Locators on materials unless the Seller owns the Content rights, then and only then may they use URLs.
- e) Seller agrees that in return for Houseguru not altering any third party trademarks, Houseguru has complete control creatively and commercially over all Contents and Goods to but not limited to marketing, altering, and/or making any changes they see fit in the global market place. The Seller agrees that Houseguru is free from any obligations to pay royalties or further compensate the Seller for Goods.

- f) The placement of design and all other decisions or activities relating to the Content Materials and Goods on the Services, Platform, or the Sales Traffic Activities (where applicable) shall be the sole decision of Houseguru.

7. Relevant Provisions That May Apply to the Sales of Goods on the Platform of Houseguru

- a) Houseguru has the right to over all Goods on the Platform, including the right to not list or remove an item from the list at any time, for any reason, as mentioned in these Terms, and the Seller shall comply with Houseguru decision.
- b) Any Order may be cancelled, refused processing, or held for investigation at Houseguru sole discretion. The services of any number of financial institutions or third party organizations may be used on Houseguru behalf to collect on any claim or as Houseguru decrees.
- c) All prices in an Order are final and include all fulfilment prices for packaging, as seen in the Fulfilment Model. Unless a written agreement is met, prices will not be varied. Houseguru has the right to reject any orders, in any form, as well as to refuse discounts offered by the Seller, including but not limited to, gift certificates, coupons, or other financial incentives the Seller may offer.
- d) Any Order may be stopped, or cancelled, have shipping restriction placed on it, or held for investigation at the sole discretion of Houseguru. The Seller will be responsible for stopping or cancelling any order if Houseguru asks them to do so, seller is responsible for refunding any Buyer for Orders cancelled by Houseguru.
- e) Houseguru will assume any and all risk of credit card fraud that may occur from the theft of the Buyer's credit information, including fraudulent purchases, either directly or by third party by Houseguru choice that may occur during an order, except in the case of:
- Any orders filled by the Seller that do not match order information.
 - Fraud connected to the Seller, whither direct or indirect. All liability for other loss or fraud will be borne by the Seller. The Seller will be responsible for reporting any changes and/or fraudulent patterns involving any Goods that might interfere with the good faith Houseguru has put in an order, or that might cause any further and/or more serious incidents of fraud.
 - Seller understands Houseguru retains the right to rate the Goods, or allow the Seller and/or goods to be submitted to Sales Traffic Activities, or let Buyers review the Goods and Seller's performance. The Seller accepts that these activities can be available to the public at Houseguru discretion.

8. Models of Order Fulfilment

All the orders are processed following the Fulfilment Models which are given below:

Drop-Shipping: In this area it is the duty of the Seller to deliver the products to the customers or the buyers.

- a) Seller is the one who is responsible for the expenses which occurred during the procedure of shipping the products and the shipping expenses of any returned item which is not accepted by the buyer due to many different reasons, which includes the amount of the freight and the insurance of transit. Payment of customs, taxes, duties and all the other charges which occur during custom clearance of the products is paid by the Seller.
- b) Houseguru is not responsible for listing on any of the documentation of import related to the products. It is the right of Houseguru to reject or to approve the products and it also has the right of orders cancellation anytime when it is found listed on any of the import documentation. Houseguru is not responsible for any taxes, duties, expenses, and charges. Seller is responsible for all these charges. So payment of these charges will be cleared by the Seller.
- c) It is the right of Houseguru to limit the areas where the Seller is allowed to ship the products. In short it can restrict some areas where the Seller can't ship the products.
- d) The Seller must have the practical knowledge of the standard operating methodology, procedures of import, size and weight limitations, and all other requirements related shipping of carriers. The complete knowledge of all these things is necessary for the Seller.
- e) Cost estimation before actual shipment is not confirmed. The Seller must agree it is responsible for the actual cost of the shipping and also for the cost estimations for shipping.
- f) Before shipment, it is the duty of the Seller to confirm the appropriate packing for the protection of the products and their real packing during the procedure of transport. The original packing is protected by external another packing by the Seller so that the product reach the destination in its original form. Because in the case of any damaged product, it will be returned back.

9. Drop-Shipping

- a) The Seller is responsible for the preparation and the shipment of the order within the time limit of 48 hours from the time when the order is placed. It is the right of Houseguru to change the deadline provided to the Seller due to various reasons. One reason can be the failure of the Seller to complete the order within the deadline. There can be other reasons as well. It is the major responsibility of the Seller to provide all the necessary legal documents along with products which includes the invoice of tax of the Seller as well as the Houseguru for all the facilities given by Houseguru to the customers.
- b) Seller needed to ensure every time Houseguru provides up to date information. This responsibility needs to be performed carefully otherwise big losses may occur. Any risk of

the loss or the damage of products will be the responsibility of the Seller and there is no liability on Houseguru related products, storage, transport, and destruction of goods.

11. Failed Deliveries and Returns of the Defective or Inadequate Products

- a) All the products due to any fault returned by the customers are accepted by the Seller. Houseguru will decide what to do in such a situation when due to any reason the product is returned back by buyer, whether the customer should be given the replacement or reimburse the whole amount. Houseguru will also inquire the Seller and if Seller is found at mistake for the returned product then Seller will have to pay the penalty for the mistake committed due to any reason according to the conditions.
- b) Seller is held responsible to provide the information of any inappropriate item to Houseguru and to help Houseguru in the procedure of returning goods to the Seller. The shipping cost for the product returned by the buyer and other charges related to the failed delivery when shipping of the product has been managed by the Seller. But if the product is found faulty then the Seller will be responsible for all the charges. The shipping fee and the charges occurred during shipping the product back will be paid by the Seller. It is not an obligation to Houseguru to accept any product which is returned by the customer. Any claims, liabilities, demands, expenses, risks, and losses for a delivery which is failed are not the responsibilities of the Houseguru. Seller is responsible for these charges.

12. Services and Information for Buyers

- a) How to deal with the buyers, when it comes to orders placed by them, is the duty of Houseguru. Related to the packing, transportation, returns, and warranties and handling the orders, the Seller will be responsible in accordance with selected Fulfilment Model. Seller will give confirmation regarding the orders, transportation, and information regarding completion of the orders to the buyers. All the information is safe with Houseguru related to buyers, orders, and the services supplied which include a fee of the service, payments, refunds in cases, cancellation of any penalty. The Seller which is not using the information will not get any fees from Houseguru. Personal data is used by Houseguru only for the aim of Seller Agreement execution to see the obligations are fulfilled under the valid law of protection of personal data.
- b) The information of the buyer given by Houseguru is utilised by the Seller for the aim of Seller Agreement and this information will not assign, license, lease, or publish anywhere else. No information of the buyer will be provided to anyone by the Seller or to any of the third party without getting the permission from Houseguru. The information will only be disclosed on the basis of the requirement within the organization of the Seller.

13. Additional Services – Some Important Tools for the Sellers

- a) It is mandatory for the Seller to promise that the usage of services offered by Houseguru platform, the Seller Centre, and the username it has selected will be valid and according to the laws. The usage of every service and the specification of the username should not be

inappropriate, false, fraudulent, or wrong in any case. The password given by Houseguru to the Seller must be used only during the time when the Seller is allowed to use the platform, arrange the catalogue of products, update and change the data about the products, accept the orders electronically, and complete the order and check the completed orders. Seller is not allowed to share that information with anyone except the representatives of Seller those who need this information to process the Seller Agreement.

- b) It is sole responsibility of Seller not to permit anyone get involved in any sort of unlawful activities while making use of Services such as:
- Producing any invalid or false clicks, problems, confusions, or other such interactions with the usage of automated app or anything else.
 - Gaining access to Seller Centre, any part of the platform, user information or indexing besides the reports issued by Houseguru regarding activities of sales traffic, whether it is done by using an app or any other means.
 - Initiating communication of any type while pretending to be a user of Platform or Seller Centre.
 - Causing any sort of interruption to the performance of Platform, Seller Centre or the Services of Houseguru.
 - Sending any harmful virus like Trojan horses or any other dangerous code.
- c) According to all the terms and conditions which are signed in Seller Agreement, it is possible that the Seller is provided the facility to subscribe to the services or to buy the products and services offered by Houseguru or another third person. The rights are reserved with Houseguru and Houseguru can make amendments any time when it needs. For the facility of additional services payment will be done either through Sales Proceeds deduction, by invoice or direct payment, or through any other possible source mentioned in the Seller Centre.
- d) If Seller disagrees to the execution of Additional Services, Seller needs to agree on the decision taken by Houseguru. But in the case where the services are given by any third party, all the disputes will be resolved by the Dispute Department and the Seller is responsible for agreeing with the decision of the department which include replacements, refunds, adjustments, etc. It is mandatory for the Seller to file the Dispute with Dispute Department within the time period of seven days of the confirmed time of delivery of additional services by providing to the Department of Dispute all the valid material relevant to the dispute to make your end strong.

14. Contractual Limitation of Liability – No Warranties

- a) The Seller Centre, Platform, and the Services are given on the basis of “as is”. Except as mentioned in the Seller Agreement, no other representations or warranties of any type are made by Houseguru including:
- Warranties regarding merchantability, title and code of non-infringement.

- The Seller Centre, the Platform, or the services will always fulfil the requirements of the Seller, will be available all the time, any time accessible, uninterrupted, safe, timely, or function without any fault.
 - Houseguru will present all the information, materials, content, or goods, which include Seller Centre, the Platform, present on a timely manner for sale. Hence Houseguru will function according to the promise for the Seller.
 - Any arising warranty from the dealing course or the trade usage.
 - Any claim, liability, obligation, if not being raised from the actions of frauds, ignorance, or misconduct, Seller must acknowledge that Houseguru cannot be held responsible for any of the information or content supplied by or through the Platform, Seller Centre, and the Services including all sort of mistakes or errors.
 - Houseguru will exclude the liability for such errors. Any link seen on the Platform or Seller Centre is given for the facility of the Seller to supply further information. But it never means that the websites are endorsed by Houseguru. Hence Houseguru can't be held responsible for any mishap that one may experience on any other website.
- b)** There is no involvement of Houseguru in the customers and seller transactions. Therefore, it is the duty of Seller to agree on its behalf and the buyers' behalf to free Houseguru from damages such as financial loss of any type, expected or unexpected, and undisclosed or disclosed.
- c)** Any mistake conducted by clerks or any other fault, acceptance omission, invoice, the material of the content, or other files from Houseguru will be corrected with no liability for Houseguru.
- d)** Houseguru must be noticed by any Seller claim under Seller Agreement within the time limit of 90 days when the order was placed. For any doubt avoidance, Houseguru will not be held responsible for any claims created by Seller after the announced deadline.
- e)** In case of the following scenarios, and at the discretion of Houseguru, the seller will provide indemnification and defend Houseguru, its constituent employees, as well as representatives or agents:
- As per the terms set in the buyer-seller agreement, any breaches concerning undertakings, obligations, or representations made by the seller (this includes any alleged breaches as well).
 - Any actual breach of the Intellectual property rights by goods of the seller, or any content material maintained by seller on its website or via any other channels (this includes alleged breaches as well), along with any infringements related to non-payment or collection of taxes.

- f) The defence and indemnification to be provided by the seller will be in the form of protection with respect to the following:
- Any damages or liens.
 - Any obligations, liabilities or losses that are incurred.
 - Any prospective litigation arising, or any claims and penalties.
 - Any court proceedings, judgements, associated costs and expenses, or disbursements.
 - This includes any claims by third parties with respect to fees of consultants, experts or attorneys.
- g) If any claim for indemnification has the potential to have a negative effect on Houseguru, then Houseguru retains the right to take full control of the defence, the expenses of which will be billed to Seller. Seller neither can entertain any claim, make settlement nor can they consent to any judgement entry without a prior approval from Houseguru.

In relation of the following:

- a) Buyer-Seller agreement,
- b) Seller centre, Platform or services
- c) Inability to use products, services, or goods
- d) Any communications or transactions

If there are any damages arising, then Houseguru will not be held responsible, to the maximum extent that is legally permissible.

Seller will not be held responsible for any consequential damages that may happen in accord with Seller Agreement in case of any damages caused due to the following, unless they are a direct or indirect consequence of negligence, misconduct or fraud from seller and its contractors:

- a) Fraud, negligence or misconduct from buyer.
 - b) Section 6 relating to credit card fraud risk, and Section 9 related to Fulfilment by Houseguru.
- h) Other provisions of this application notwithstanding, Houseguru will under no circumstances, be held liable to the Seller or Buyer for more than five thousand Ringgit (RM5,000.00), or less than the Service Fee that Houseguru is to receive from the Seller for the month prior to the time of the occurrence of liability. It is understood that the liability of Houseguru to the Seller will increase to a maximum of:
- As stated under Section 6 of Terms and Conditions regarding credit card fraud, fifty thousand Ringgitt (RM50,000.00)

15. Confidentiality

- a) The Seller agrees to and guarantees that any Confidential Information it may receive will not be disclosed unless there is a legal need to disclose Confidential Information, such as to collect fees, obtain an order of protection, etc, and in this event the Seller agrees to give

reasonable notice to effected parties. Seller also agrees that Confidential Information will only be shared on a need to know basis to employees or other affiliates who have signed a written agreement avowing that they will not disclose the Confidential Information they are entrusted with.

- b) The Terms above will remain in effect even if and after the Seller Agreement is terminated.

16. Handling Personal Data

- a) In regards to Personal Data, the Seller avows and guarantees that Personal Data shall be collected:
- Only to fulfil obligations of the Buyer and/or Seller Agreement.
 - In strict adherence to any personal data and confidentiality laws as they may apply.
 - Safely and in accordance to any and all personal data and confidentiality laws, bylaws, and codes. The Seller guarantees that it has taken proper security measures to protect the data it is entrusted with, and further states that it has taken the necessary steps to comply with Houseguru security Terms. The Seller will submit to audits conducted by Houseguru or it's affiliates to ensure that Personal Data is secure.
- b) Seller agrees that Houseguru is in no way responsible or held accountable, nor shall any of Houseguru directors, agents, employees, or officers be responsible or held accountable for any Personal Data Claims, damages, losses, obligations, judgement, litigation, suits, liens, or other expenses or costs of any kind, including but not limited to attorney fees, consultation fees, or expert analysis fees on any Personal Data Claims that may be in anyway related to:
- The Seller violating any part of the Buyer and/or Seller Agreement.
 - Wilful misconduct, acting in bad faith, violations of any type by the Seller or it's subcontractors, regardless of whether the subcontractors are approved by Houseguru.
 - Any breach of security, directly by the Seller or indirectly, as the case may be.
- c) Houseguru agrees that the Seller is not responsible, nor shall the Seller's employees, agents, subcontractors, and/or directors be held responsible, for any judgement, liens, or other legal issues that may arise from the misconduct, violation of Terms, or acts of bad faith resulting from the actions of Houseguru, it's employees or subcontractors.

17. Proprietary Rights

- a) The Seller promises and guarantees that it is the owner of any and all Intellectual Property Rights and that there is no third party claim on any of the Goods or Content Material offered. Seller also avows that no part of it's Content Material, including manufacturing, advertising, use, sales, etc is an infringement upon the Intellectual Property Rights of a third party. Seller guarantees that all rights to the technology, packaging, etc are owned by the Seller.

- b) In the relationship between Parties, each Party owns all rights to and for its individual Intellectual Property Rights, technology, advertising, packaging, etc. Neither Party shall or attempt to register trademarks that are similar and could be confused with the other Party's, nor shall they attempt to or acquire any rights from the other Party unless granted and agreed upon in this Agreement. No special licences are granted, issued, or implied. All other rights reserved.

18. Termination - Survival

- a) The termination of the Seller's Agreement can be brought about immediately by Houseguru if:
- Seller is in breach of contract in any part of the Seller Agreement and does not rectify the situation within fourteen (14) days of being given notice.
 - Seller passing a winding up resolution or a court of competent jurisdiction making an order for the same.
 - An administrative or legal order seizing or dispersing the Seller's assets in order to cover or meet creditor demands, or any seizure of the Seller's property for official purposes.
 - Seller filing for bankruptcy or making any sort of agreement with or filing for protection from creditors.
 - The Seller threatening to stop doing business or completely stopping doing business.
- b) Seller has the right to terminate the Agreement if, after fourteen (14) days of being given noticed, Houseguru does not correct the issue. Incidents included:
- Houseguru holding payments for thirty (30) days without any reason.
 - An issue legally served over Houseguru assets or seizure thereof.
 - Filing for bankruptcy or seeking to make agreements with or seeking legal protection from its creditors by Houseguru.
 - Houseguru threatening to stop business or Houseguru does stop doing business.
- c) Either Party may choose to stop or terminate the Seller Agreement without cause provided they give fourteen (14) days' notice.
- d) When the Seller's Agreement is terminated, the Seller will give Houseguru any and all information regarding unfilled Buyer Orders. To eliminate any doubt about unfulfilled orders, and to show good faith, the Seller will then be responsible for completing and filling these Orders or refunding Buyers for any unfulfilled orders that have been paid for. In accordance to the Fulfilment Agreement, Houseguru will then be responsible for and release any Payments owed to the Seller when all agreed upon terms are met. The parts of the Agreement that are written and agreed upon to survive the termination of the Seller's Agreement.

20. Applicable Law & Jurisdiction

- a) The Seller's Agreement is protected, upheld, is governed by, and is in accordance with the laws of Malaysia.
- b) In the event of disagreement, claims, or disputes between Parties, Houseguru has the sole discretion to settle any and all disputes either with arbitration or in a competent court of jurisdiction within the Malaysian legal system. Should Houseguru decide that it chooses arbitration, the arbitrary tribunal shall be held in English at the Kuala Lumpur Regional Centre for Arbitration, hereafter known as "KLRCA". These proceedings will be overseen and arbitrated by a single arbitrator, selected by the chairmen of KLRCA. The final ruling of the arbitrary tribunal will be binding and final for both Parties. Should one Party prevail, the arbitrator may choose to have the non-prevailing Party be responsible for a reasonable amount toward the prevailing Party's legal and attorney fees, if there are any, as well as any costs incurred by arbitration. Should the prevailing Party win on some claims but not on others, the arbitrator may chose, at his or her sole discretion, to have the non-prevailing Party pay a percentage of the legal, attorney, and arbitration fees for the prevailing Party.
- c) If at any time during the arbitration process either Party feels that they are being harmed by the arbitration process prior to the conclusion of the arbitrary tribune proceedings, they may apply to a court of competent jurisdiction for a judgement or protective orders. Both Parties are to understand that this does not exist to harm either Party, but to find a suitable resolution without causing irreparable harm. This action may only be taken before the arbitration is brought to final conclusion, otherwise the decision reached by the arbitration process is final and binding.

21. Miscellaneous Details

- a) The Seller Agreement takes precedence over any other conditions, terms, or considerations presented by the Seller. This includes any terms or conditions that the Seller may put on Goods or present on Orders, or documents placed with Goods for shipping. In the event that there is conflict between any of the Parties, the terms and conditions of the Seller Agreement will prevail and remain exclusive in resolving any conflicts or claims. Should parts of this Agreement be rendered invalid in a situation, it does not render the document in it's entirety invalid.
- b) The headings in this document are placed for ease of reading, but have no bearing on the Agreement as a whole. It is understood that the plural and the singular are interchangeable as it applies to the text.
- c) The Seller Agreement may only be changed or varied by written agreement signed by both Parties and/or their authorized representatives. All changes, notices, requests, or demands, as well as all other communications must be in writing. These notices must be written in English and sent, all postage and applicable charges prepaid, with a receipt, by either a known, reputable overnight delivery service or by certified mail. Overnight mail received must show that it arrived in one (1) business day after being submitted for mailing, while certified mail must arrive within three (3) business days. Communications are to be mailed to either Party at the address (as) provided by both Parties for this purpose.

- d) Houseguru may choose to transfer or subcontract its responsibilities to an authorized third party, however, the Seller may not waive, subcontract, or reassign any of its responsibilities or obligations in the Seller Agreement to a third party. To do so is in direct violation of the Agreement.
- e) No part of the Seller Agreement creates any kind of partnership, franchise, relationship of employment, or other type of exclusive relationship between Houseguru and the Seller. Both Houseguru and the Seller are and remain independent contractors. The Seller is not in any way authorized to make any arrangements, accept offers for, or take part in any activity on behalf of Houseguru. No part of the Seller Agreement creates an employment position from Houseguru to the Seller or any other party that may work for or perform services for either or both Parties.
- f) All claims, provisions, and rights listed in the Seller Agreement, except for the rights of the Buyer, exist for the benefit of the Seller and Houseguru and do not give, transfer, or award rights to any third party.
- g) No provision listed in the Seller Agreement is designed to make the Seller or Houseguru feel any pressure to break any of the laws of Malaysia or any laws of any other country. Neither Party should feel or be obligated to list prohibited or restricted items, or to act in any illegal manner, commit acts of bad faith.
- h) If either Party fails or chooses not to take action in the event of a contract breach or violation, this is in no way a waiver of that Party's rights.
- i) In the event of Force Majeure, neither Party will be found in breach of contract for any unfulfilled Orders or Terms in the Seller's Agreement. Houseguru may, after seeing that the Force Majeure is going to affect the ability to continue doing business for longer than one (1) month, decide to terminate Seller's Agreement. It is understood that events outside the control of either Party, including but not limited to floods, tropical storms, earth quakes, hurricanes, typhoons, outbreaks of war, terrorist attacks, and any natural or manmade disaster is beyond the control of either Party and that in spite of the good faith of both Parties, continuing business as usual may be impossible.
- j) Whenever the Seller's Agreement mentions "Time" it is with the understanding that it is of the essence and that Time is to mean quick action should be taken.
- k) If there are any registration fees or stamp duties in relation to the Seller's Agreement, these are the sole responsibility of the Seller.

End of Agreement