

TERMS OF USE (AGREEMENT)

Welcome To **PROPFITS.my** (the "Webportal")

PROPFITS.my is a Real Estate Fintech payment-enabler platform, aimed at transforming the landscape of both the financial & real estate eco-systems.

The Webportal presents an alternative channel especially suited for property-related payments to be facilitated online like never before, through leverage and convenience of credit card features, as the primary mode of transaction.

It also offers practical and useful functionalities driven by system processes that empowers consumers or businesses, and service providers alike, being able to unilaterally adopt the smarter and preferred choice of payment strategy with mutually beneficial arrangements.

Preamble

The terms appended herein forms a binding contract ("Agreement") that applies to the use of the Webportal, including the functionalities scope, relevant products and service offerings ("Services").

This Agreement legally binds the guests, visitors, members or associates (collectively "Users") with PROPFITS FINTECH Sdn Bhd ("PROPFITS"), being the operator of this Webportal, including the PROPFITS.com & PROPFITS.com.my domains. The terms and conditions appearing, linking, prompting or popping-up at each respective interval of the processes shall also form part of this Agreement in entirety.

PROPFITS is NOT a bank, financial institution, remittance agent, payment gateway or systems as defined in the applicable laws of Malaysia. PROPFITS is regarded as a 3rd party application provider ("TPAP"), mainly operating as a platform facilitator that drives wider digitalization of property-related transactional activities or any other Services that may be introduced via the functionalities availed through the Webportal.

For Users from outside Malaysia, this Agreement is a legal contract binding with the assigned local entity, a PROPFITS branch or subsidiary or partner, including collaborator, and with whomever acting as an authorized agent or associate of PROPFITS. At PROPFITS' discretion, this Agreement may be reviewed at any time deem fit without prior notice, whereby any amendments shall be effective immediately upon being updated onto the Webportal.

BY BROWSING, ACCESSING, REGISTERING OR CONTINUED USAGE OF THE WEBPORTAL OR ITS SERVICES, USERS ACKNOWLEDGED TO HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT, OR ANY SUBSEQUENT AMENDMENTS AND ADDITIONAL GUIDELINES REFERENCED IN THIS AGREEMENT.

USERS WHO ARE NOT AGREEABLE TO THIS AGREEMENT OR ANY SUBSEQUENT AMENDMENTS AT ANY GIVEN TIME, SHALL NOT BE PERMITTED TO USE THE WEBPORTAL, AND MUST IMMEDIATELY CEASE THE USE OF THE WEBPORTAL OR ITS SERVICES, WHEREBY ANY PRIOR OR EXISTING ENTITLEMENTS SHALL CEASE TO EXIST

ALTOGETHER WITH IMMEDIATE EFFECT, AND FOLLOW THE APPLICABLE INSTRUCTIONS IN THIS AGREEMENT.

Any questions regarding this Agreement should be directed to terms@propfits.com.

propfits.my

1. Terminologies (In Alphabetical Order)

“Account Status” means the activity status of the User Account :-

- “Verified” means the User Account that has completed and been verified on the key user information for profile update, and hence, shall be permitted to perform payment instructions thereafter.
- “In-Active” means the User Account that has not performed any transaction activities for a pre-defined consecutive period.
- “Dormant” means the User Account that has not been logged-in for more than a pre-defined period, and shall be subject to closure of User Account.
- “Blocked” means the User Account has been disabled due to exceeding maximum failed attempts of credential or other validation failures considered a form of security violation.
- “Suspended” means the User Account that has been blocked temporarily due to inquiry or on-going investigation on dispute or suspicious transaction activity.

“Business Day” or “Working Day” means every Monday to Friday, excluding statutory or any official ad-hoc holidays declared in Malaysia.

“Creation Date” means the date of Payment or Receipt instruction created, or being saved as Draft regardless whether it was successfully submitted.

“Credit Card Network” means the direct credit card payment gateway / authorization network operated by VISA or MasterCard, or any other approved service provider.

“Cross-Border Payment” means either the Payor or Payee making Payment or Receipt with credit card or account based in different countries.

“Custodian Account” means the trust account maintained by the Webportal with the Trustee Manager to safeguard the funds in the Settlement Account for verification of payment records.

“Fee” or “PROPFITS Fee” means, collectively all type of fees associated with the completion of the Payment or Services, among others, the application & license fee for being granted rights to use the Webportal, including other resources in administration & management, operational processing, technology development, server hosting & system security etc.

“Fee-Waiver Credit” means non-cash points that are allocated or stored in the User Account for purpose of offset against the Fees incurred, subject to the applicable rate of Fee-Waiver Redemption.

“Fee-Waiver Redemption” means the Fee-Waiver Credit that is applied based on a pre-defined exchange ratio, towards the waiver or offset against allowable Fees for non-promotional items and certain type of transactions.

“FPX” means the payment channel operated by PayNet for transaction being put through by linking to the user’s internet banking account at the respective banks.

“Membership Fees” means the optional periodic charge by the Webportal for User Account subscription to additional functional accesses or privileges.

"Payee" or "Recipient" means the party, an individual or entity, receiving the funds with its associated data.

"Payee Account" or "Recipient Account" means account details of Payee, the receiving (beneficiary) party with valid corresponding <Full Payee Name>, <Payee Bank> & <Payee Bank Account No.> as instructed in a Payment or Receipt instruction.

"Payee Bank" means the receiving bank of the Payee, whereby the Payee Account is maintained.

"Payment Charge" means an instruction initiated by the Payor to pay the Payee for a specific supported transaction purpose or the act of executing (swiping) the credit card by the Payor.

"Payment Charge Amount" means the actual transaction amount being performed through the credit card by the Payor.

"Payment Charge Date" means the date of successful Payment Charge being performed through the credit card by the Payor.

"Payment Due-Date" means the intended or scheduled Payout Date.

"Payment Mode" means the selected channel or instrument to complete a Payment.

"Payout" or "Payment Transfer" means the disbursement of the Payment to the Payee.

"Payout Amount" means the actual amount to be paid to the Payee Account, after deducting the associated Fees, if applicable.

"Payout Date" or "Payment Transfer Date" means the actual date of the Payout being executed from the Custodian Account to the Payee Bank.

"Payor" means the party, an individual or entity, sending the funds and its associated data.

"Payor Account" means the intended credit card or account to pay from, as instructed by the Payor.

"Payor Bank" means the paying bank or credit card issuer of the Payor.

"Payor Limit" means the Webportal's imposed maximum amount &/or frequency that a particular Payor may perform at a given stipulated timeframe.

"Personal Data" means any personally identifiable information concerning a User, including but not limited to the name, email address, mobile phone contact number, etc.

"Principal Amount" means the base sum of the transaction for calculation of Fees.

"Promotion" means any criteria-based program and participation terms which causes the Services to be provided in a non-standard way, including but not limited to altered and reduced Fees or additional benefits in any forms, or through collaboration with 3rd party service providers.

"PROPFITS", "www.propfits.com", "www.propfits.my", "www.propfits.com.my", "we", "us" or "our" means the Webportal, its operator, PROPFITS or its subsidiaries, and are used interchangeably in this Agreement.

“Qualifying Transaction” means a set of criteria-based transaction that has to be executed to qualify for the specified privileges or any of such offers and entitlements within at a stipulated timeframe.

“Receipt” or “Receivable” means a request or arrangement initiated to a user, inviting the Payor to use the Webportal to perform a specific payment.

“Recurring Payment” or “Recurring Receipt” means the Payment or Receipt instruction that is recurring with a pre-defined periodic frequency and due-date reminder of Payment or Receipt.

“Repeat Payment” or “Repeat Receipt” means the Payment or Receipt instruction that is being repeated on ad-hoc basis or irregular intervals by retrieving identical set of information (auto-fill) from previously executed Payment or Receipt record.

“Scheduled Payment” or “Scheduled Receipt” means the Payment or Receipt instruction that has been submitted for Transaction Review in advance for Payment or Receipt at a specific future date.

“Services” means all products and services or any other features, technologies and functionalities that are offered through the Webportal or its associated channels and service providers.

“Settlement Account” means the merchant account maintained by the Webportal with the acquiring bank whereby the Transaction Amount is being credited for reconciliation of payment records.

“Submission Date” means the date of Payment or Receipt instruction being successfully submitted for Transaction Review.

“Transaction Document” means the source or document with information associated to a Payment or Receipt, which may be stored in the Webportal or retrieved from a 3rd party, and is required to support a Payment or Receipt and to facilitate acceptance during the Transaction Review.

“Transaction Limit” means the Webportal imposed maximum amount &/or frequency that a particular Transaction Types may be performed at a given stipulated timeframe.

“Transaction Review” means the process of reviewing, either accepting or declining the Payment or Receipt instruction with the right to request for more information or additional supporting Transaction Document.

“Transaction Status” means the updates at various intervals of processing workflow which may require corresponding actions to be taken by the User from the submission, right up to completion :-

System Processing Status

- “Draft” means the Payment or Receipt instruction that has been created but pending submission for Transaction Review.
- “Cancelled” means the User has aborted or deleted the Payment or Receipt instruction before the submission or completion.

- “Pending Initial Review” means the creation of the first Payment or Receipt instruction that has been completed successfully together with the User Profile verification and sent for Transaction Review.
- “Pending User Document” means the request for additional User Document for User Profile verification.
- “Pending Initial TX Document” means the request for additional first Transaction Document for Payment or Receipt verification.
- “Initial Review Declined” means the first Payment or Receipt instruction is not accepted during the Transaction Review process.
- “Pending Payment” means the Initial Transaction Review has been accepted, pending for User to perform the Payment.
- “Pending TX Review” means the creation of Payment or Receipt instruction that has been completed successfully and sent for Transaction Review.
- “Pending TX Document” means the request for additional Transaction Document for Payment or Receipt verification.
- “TX Review Declined – Pending Refund” means the Payment or Receipt instruction is not accepted during the Transaction Review process.
- “TX Review Declined – Refunded” means the refund of the declined transaction during Transaction Review process has been effected.
- “Review Declined – With-Held” means the refund of the declined transaction during Transaction Review process has been with-held.
- “Reversed – Pending Refund” means the Payment instruction has been reversed after successful Payment and Transaction Review but before the Payout.
- “Reversed – Refunded” means the refund of the reversed transaction during Payout process has been effected.
- “Reversed – With-Held” means the refund of the reversed transaction during Payout process has been with-held.
- “Pending Payout” means the Payment instruction is Pending Payout on Payment Due-Date after successful Payment and Transaction Review.
- “Payout In Progress” means the instruction for transfer of funds to Payee Bank is being reviewed by the appointed Trustee Manager.
- “Payout Executed” means the instruction for transfer of funds to Payee Bank has been executed with the appointed Trustee Manager.
- “Payout Returned – Pending Refund” means the Payout has been returned by the Payee Bank due to validation or verification failure including but not limited to discrepancy, invalid or inconsistent associated transaction details provided.
- “Payout Returned – Refunded” means the refund of the returned transaction during Payout process has been effected.
- “Payout Returned With-Held” means the refund of the returned transaction during Payout process has been with-held.

General Processing Status

- “Refunded” means the transfer of funds back to originating source due to transaction being TX Review Declined, Reversed or Payout Returned.
- “With-Held” means any refund that has been suspended due to inquiry or on-going investigations and may require further substantiating Transaction Document.

- “Payment Declined” means the credit card authorization at the checkout stage is unsuccessful, requires User to perform the process again by referring to the credit card issuer, or resubmit the transaction with another credit card.

“Transaction Type” means the purpose of Payment or Receipt being identified by Transaction Groups and Transaction Items.

“Trustee Manager” means the licensed trust services entity that is appointed to safeguard the funds credited into the Collection or Custodian Account.

“User”, “You”, or “Your”, means you and any other person or entity using the Webportal and its Services.

“User Account” means a User Profile that is created through the online registration process of the Webportal, in order to gain access and use of its Services.

“User Group” means various classifications of registered User Account :-

- Personal
- Business
- Associate
- Corporate

“User Documents” means the document with information associated to the User identification which may be stored in the Webportal, and is required to support verification of the User Profile.

“User ID” means the system log-in name of the User, being defined in the format using the unique email address provided during the online registration process.

“User Limit” means the imposed maximum Payment Charge Amount, measured by the User Account at a given stipulated timeframe.

“User Profile” means Personal Data that are required to complete the online registration process before being allowed to use or access the Services.

“User Type” means various types of Users intended to use the Webportal :-

- “Visitors” means Users without a registered User Account.
- “Guests” means Users with a registered User Account but the User ID is not yet verified or have not performed any transactional activity.
- “Members” means Users with a registered User Account subscribed to additional privileges, applied for Services or have at least performed a single transactional activity.

“Webportal” means www.propfits.com, www.propfits.my or www.propfits.com.my, including all redirected domain or sub-domain names, subpages and successor pages legally acknowledged by PROPFITS.

2. PROPFITS Services

2.1. Disclosure

The Webportal is NOT in the business of extending any form of credit facilities. PROPFITS operates the system platform that enables a range of Services, including related products recommendations via its functionalities developed to complement Payments or Receipts for primarily property-related purposes, to be facilitated mainly through credit card features.

The Services that appear in the Webportal may be collaborated with service providers or product owners which PROPFITS has established partnership, or a series of reciprocal businesses relationships that could involve exchanging some form of benefits or compensation.

These arrangements, including its suitability for the Users' benefits, may impact or influence on how and where the Services shall appear or be positioned on this Webportal. The Services offered or recommended through PROPFITS does not include all available options in the marketplace.

2.2. Supported Locations

The Webportal enables Payments through the online channel, and it currently covers activities that are based in Malaysia only. Users can initiate Payments from any locations, however, the Payee Account must be maintained in Malaysia and provided that their Payment Mode is currently supported by the Webportal.

2.3. Transaction Classification

The Webportal is designed to facilitate Payments and Receipts instructions, hence, the credit card authorizations are prepared and submitted as purchases, but may at times be treated as cash advance by the credit card issuers, or the authorization party. In such event, Users must verify the transaction regularly, or switch to a different credit card, or opt out of submitting the transaction altogether in the future.

Treatment of credit card authorizations is managed at the sole discretion of the respective issuers. This authorization process may vary from time to time, and Users agree not to hold PROPFITS liable for any consequences resulting from the differing treatment and classification of credit card transactions, which may include but are not limited to declined transaction, charging of cash advance fees, impacted reward earnings, or altered credit programs and revised interest rate terms. Users also agree to indemnify PROPFITS at all times for any liabilities arising from the actions being initiated by any of the respective parties to file further claims against PROPFITS.

2.4. Collection Or Custodian Account

The Collection or Custodian Account facilitates the crediting of the Payment Charge Amount, separate and independent from PROPFITS operating account.

Funds in the Collection or Custodian Account does not pass into PROPFITS' legal ownership except for the purpose of Payout or Payment Transfer, including any eventual Refund or Reversal. An established operating procedure is adhered to manage the funds credited into the Collection or Custodian Account.

Any Payment Charge Amount credited to the Collection or Custodian Account is managed by an appointed licensed and approved Trustee Manager to hold all funds on behalf of the Users. The

monies received are temporarily held in the Collection or Custodian Account, until specific conditions are fulfilled and complied with.

For successful transactions, the description reflected in the banking account statement of both the Payor and Payee may appear as <PB Trustee Services Berhad For PROPFITS Fintech> or <PROPFITS Fintech By PB Trustee Services Berhad> with the corresponding <Reference>.

PROPFITS shall be entitled to accrue interest from the whole Payment Charge Amount being credited into the Collection or Custodian Account while the Fees portion is earned and legally earned by PROPFITS upon execution of Payment Charge by the Users.

2.5. Account Relationship

PROPFITS maintains designated accounts with banks and appointed Trustee Manager, as part of the arrangements to support the credit card acceptance, and to facilitate Payout functions.

When Users instruct a transaction to be performed through the Webportal, it is executed among the Payor Bank, Trustee Manager and Payee Bank. The Users accept and agree that PROPFITS shall be authorized to manage the transactions through these designated accounts.

Users herein grant PROPFITS the right to instruct the respective banks and Trustee Manager on the application of funds, includes receiving funds from Users and subsequently, executing the Payout to the intended Payee according to the Payment or Receipt instructions.

The Collection or Custodian Account maintained with banks and Trustee Manager are service providers directly engaged with PROPFITS. As such, Users are not the customer or account-holder to any of these banks or the Trustee Manager although it may be possible that the Payor Bank or Payee Bank of the Users are from the same or related entity of the banks or Trustee Manager whereby PROPFITS' maintains such designated accounts.

As a part of the Services, PROPFITS may collect, analyze or relay information generated in connection with the transactions. By accessing and participating in the Webportal, the Users are made aware of, and shall authorize PROPFITS to provide such information to the banks and Trustee Manager, or other entities as may be related in order to facilitate the completion of the respective Payment or Receipt instruction.

2.6. Independent 3rd Party

PROPFITS is an independent 3rd party system provider that is not associated with the purpose of the transaction, except if otherwise specifically mentioned. PROPFITS shall not be responsible and bears no liability for any consequences resulting from Users' dealings or agreements between the Payor or Payee, including but not limited to payment terms, delivery of goods or services, and any associated disputes which may arise whereby the Users shall agree to keep PROPFITS indemnified at all times.

3. Eligibility & Usage

3.1. Participation Requirements, User Representations & Warranties

Users must agree and abide the followings in order to use the Webportal :-

- 3.1.1. User must be an individual of at least age 18 years and with the capacity to form legally binding contracts under applicable laws.
- 3.1.2. Subject to 3.1.1. above, Users may also be a person authorized to perform transactions on behalf a 3rd party, legal entity or sole proprietor business itself.
- 3.1.3. Users must provide identification information such as MyKad or passport, or the business registration documents, and have a validated active email address and mobile phone contact number.
- 3.1.4. Users must have a credit card to perform Payment or a current / savings deposit account to initiate a Receipt instruction.
- 3.1.5. Users are responsible to provide true, accurate, current and complete information required in a User Account registration or transaction.
- 3.1.6. Users further warrants to represent the ownership and rights to use or disclose the information contained in the User Account or in the use of Services.
- 3.1.7. PROPFITS relies on representations and warranties made by the Users, and the Payor or Payee confirms that all Payments or Receipts are for legitimate purposed and within the laws of Malaysia.
- 3.1.8. The Webportal may impose other qualification guidelines for participation from time to time as deem fit.

3.2. License & Rights To Use

Subject to this Agreement, PROPFITS hereby grant the Users non-exclusive limited rights to access the Webportal for the use of its Services. The Users must agree to be bound by additional terms relating to the license to use, exercising non-exhaustive care inter-alia, not to sub-license, imitate, reproduce, tamper, disrupt, spam regardless of whether with malicious intent, or otherwise, the license shall be revocable on demand at the sole discretion of PROPFITS.

3.3. User's Identity

Users hereby authorize PROPFITS to perform any inquiries which are considered necessary to verify the User's identity. This may include requesting Users for further information with additional identification documents, and verifying this information against 3rd party databases or through other supporting sources. If PROPFITS is not satisfied with the authenticity of Users' identity, PROPFITS reserves the right to deny the Users of the Services. Users' Personal Data submitted through the Webportal or in the process of the Services are guided by the Webportal's [Privacy Statement](#).

3.4. Related Transaction Details

The Webportal may require identification and information of parties and relating to the transaction, including relevant supporting documents in order to process the Payment or Receipt, or to conduct review and verification checks.

By submitting this information to the Webportal, the Users agree to be responsible for the necessary consent and acknowledgement to be obtained from the concerned transacting parties for purpose of processing the Payment or Receipt, or to conduct review and verification checks. Such information may include Personal Data of the transacting parties.

Users hereby warrant being guided by the Webportal's [Privacy Statement](#) and complying with all applicable laws in relation to the collection, disclosure, usage, submission and storage of any of such Personal Data relating to the transacting parties.

3.5. Referral Data

Users are responsible for obtaining the necessary consent and acknowledgement of the concerned parties for the transmission of respective referral data to PROPFITS. Once the referral data is submitted through the Webportal, it will be guided by the [Privacy Statement](#).

3.6. User Account

Users must not provide access of the respective User Account to any parties, and the Users shall take precautionary steps to safeguard the password and relevant authentication details in keeping the contents with strict confidence.

Users are solely responsible for all actions and instructions submitted including data accessed by the respective User Account. Any use of the Services, including the Payment or Receipt instructions are audit-trailed to the User Account and shall be deemed being an authorized transaction perform by the Users.

Users agree that PROPFITS is not obligated to verify the authenticity or accuracy of these instructions submitted through the Services, and PROPFITS shall not be held liable for any of the losses, disruptions or disputes arising from any unauthorized or compromised User Account access.

3.7. System Availability

PROPFITS will use commercially reasonable efforts and resources to maintain the system availability and the offering of its Services, except for unavailability during scheduled technical maintenances including periodic system updates, or any eventualities due to Force Majeure.

Users acknowledge that affected system availability of the Webportal including its banking service providers, may result in downtime of the Services, including temporary with-held of Payment or Receipt instructions that have been submitted. PROPFITS shall attempt to notify the Users in advance of any affected system availability but shall not be held liable in respect of the Users inability to access the Services at any time.

3.9. System Updates

System or Services updates may be issued from time to time to the Webportal.

Users may not be able to access or use the Services until the system updates or the latest versions have been downloaded and provided that the Users have accepted any changes to the Terms Of Use affected by the system updates.

3.10. Network Communication

The Webportal may use the SMS text communication or other forms of data services to notify or update the Users on certain Transaction Status, or for confirmation of a request for Service.

This additional convenience is currently provided as a feature, and the fee charges by the network services provider are absorbed by PROPFITS (except for international roaming or mobile and data plans subscribed outside Malaysia). However, the Webportal may make this as an optional feature in the future whereby the Users may be charged directly by the respective network or data service providers accordingly.

3.11. Browser Support

The Webportal supports the newer versions of all major web browsers and are mobile-enabled for various device platforms. However, the Webportal may not be able to run on some of the older versions of web browsers. Users are advised to upgrade to the recent versions of the respective web browsers or download alternative preferred web browsers to access the Webportal for an optimal system performance and User's experience.

3.9. External Links

The Webportal may contain links to 3rd party websites. These links are provided solely as a matter of convenience to the Users unless specified otherwise. PROPFITS does not endorse any of these contents from such 3rd party website.

The contents, products and services provided from these 3rd party websites are independent from PROPFITS and shall be the responsible undertakings of the respective administrators for these 3rd party websites. Access to any of these 3rd party websites shall be at the Users own risk.

3.10. Applicable Taxes & Penalties

Users are governed by all applicable taxation laws arising from the use of Services. Users are also responsible for all fees, fines, penalties and other liability incurred by the Users, PROPFITS or 3rd party caused by or arising out of the Users' breach of this Agreement from the use of the Services. Users agree to indemnify and reimburse PROPFITS or the affected 3rd party for any of such liability.

4. Payment & Receipt

4.1. Scope

PROPFITS is NOT a bank, financial Institution, remittance agent, payment gateway or systems as defined in the applicable laws of Malaysia. The Services offered through the Webportal are functions designed to facilitate property-related and business support activities.

To fulfill parts of the Services, PROPFITS collaborates with financial institutions, including but not limited to commercial banks, to execute the Payment or Receipt instructions. The process will go through the respective banks' security requirements and the prevailing credit card authorization network systems established within the industry.

Users shall be imposed a certain Fees by the Webportal for the non-exclusive rights to access the Webportal's functionalities and opting to use its Services. Users are advised to evaluate the cost-benefits of participating or subscribing to the Services, and more importantly, Users must exercise the discipline in financial management, especially in applying the use of credit card responsibly.

4.2. Payments

Users may create and submit the Payment instruction which requires the upload of specified supporting documents for Transaction Review. For the first-time Payment instruction, the Initial Transaction Review must be submitted together with complete User Profile for verification. Once the process has been performed successfully, the User may execute Payment Charge to the credit card directly through the selected Payor Bank's e-banking system (for FPX Payment Channel) with the User's prevailing internet banking account access or directly on the credit card authorization network (for Credit Card Network). **Cross-Border Payments are not available at the moment.**

For verified Users with first Payment Charge successfully completed, the subsequent Payment instructions are to be performed together with the Payment Charge concurrently during the submission for Transaction Review.

By submitting a Payment instruction through the Webportal, the User agrees to remain bound by all the terms and conditions between the Payor and Payee. The User further acknowledges that the use of the Services shall not alter or affect the contractual obligation or relationship and agreed arrangements between the Payor and Payee, including but not limited to credit terms, timeliness, payment plans, penalties, refunds, delivery of goods or services etc. Any obligations arising between the Payor and Payee shall not be assigned to PROPFITS.

Users agree that the Webportal shall reserve the right to deny or reject any Payment instructions at its sole discretion. In the event of a Reversal after the Payment Charge or being Returned by the Payee Bank subsequent to Payout, the Webportal shall Refund the Payout Amount after deducting any associated charges to the Payor through the originating credit card or the account whereby funds was originally emanated from, and the PROPFITS Fees shall be retained by the Webportal without further claims or liability.

4.3. Send Invite

Users may send invite to friends or network groups (strictly NO spamming intent) to participate as a Visitor, Guest or Member of the Webportal.

Users may also send invite specifically to request participation for a Payment or Receipt to be performed through the Webportal. This function is only made available to under specific conditions or certain User Groups. The User initiating the invitation is required to upload the supporting documents for Transaction Review, and then generate a coded link to the intended invitee.

By sending an invite, both the Payor and Payee agree to remain bound by all the terms and conditions between the Payor and Payee. The Payor and Payee further acknowledge that the use of the Services shall not alter or affect the contractual obligation or relationship and agreed arrangements, including but not limited to credit terms, timeliness, payment plans, penalties,

refunds, delivery of goods or services etc. Any obligations arising between the Payor and Payee shall not be assigned to PROPFITS.

Users agree that the Webportal shall reserve the right to deny or reject any sending of invitations at its sole discretion.

4.4. Transaction Review

Users agree that each Payment or Receipt shall be subjected to Transaction Review acceptance either before or after the Payment Charge. PROPFITS may request for additional information or supporting documents and reserves the right at its sole discretion not to accept the submitted instruction even if the Payment Charge has been made to the credit card.

If the Users decide to proceed with Payment Charge process whether before or after the Transaction Review, it will be done at the own risk of the Users whereby Fees will not be refunded in the event of the transaction being Declined, Rejected or Returned. In such case, only the Payout Amount shall be refunded to the Users after deducting any other applicable fees.

4.5. Fees

The Fees comprises of costs associated with the completion of the Payment instruction, which includes System & License Fee for the granted use of the Webportal, administration & processing costs, trustee charges, essentially the amount being imposed by the Webportal for the use of its Services (collectively "PROPFITS Fee").

The PROPFITS Fees shall be either loaded onto the Payment Charge Amount or deducted from the Payout Amount during the disbursement to the Payee Bank, depending on the User's instruction. As such, the credit card or bank statement of the User shall reflect a single transaction record only with referencing to the itemized details of Payment or Receipt.

Optional User subscription ("Membership Fee") is offered with participating privileges like discounted PROPFITS Fee &/or additional features from time to time, according to User Type.

Both the PROPFITS Fee, as well as the Membership Fee are strictly non-refundable once being charged to the Users. PROPFITS reserves the right to vary the Fees from time to time, or during periodic promotional campaigns.

4.6. Processing Time

The processing time of a Payment is measured from the Pending Payout status, essentially the completion of Payment Charge or Transaction Review acceptance, whichever is later, to the date of actual Payout Execution. A Payment may take T+3 Business Days to complete, provided that there are no delays on User's part in the submission requirements or any interruptions to the normal course of processing which is beyond the control of the Webportal.

4.7. Payment Mode

The Webportal currently accepts credit cards issued in Malaysia only, mainly through the FPX Payment Channel and Credit Card Network. The Payor and Payee Account must be maintained with a bank operating in Malaysia.

4.8. Transaction Type

The Webportal is designed to facilitate and enable a wide-array of activities especially property-related payments. The permitted Transaction Types are updated onto the drop-down list for Users to select during creation of Payment or Receipt instruction.

Users may find apt particularly to perform various payments purposes like property rentals, utility and security deposits, advance payments, maintenance, property management, estate agency fees, even tenancy agreement costs, sale & purchase, conveyance fee, and other ancillary services.

The Webportal reserves the rights to remove the existing or include other Transaction Types any time without prior notice to the Users.

4.9. Payment Delays Or Non-Completion

Payments may be delayed or unable to be completed altogether due to several factors :-

- 4.9.1. The User submitted incomplete or inconsistent User Profile verification or Transaction Documents.
- 4.9.2. The credit card authorization being declined by the issuer during the Payment Charge process, rendering the transaction being unsuccessful.
- 4.9.3. The settlement process by the merchant service provider is interrupted.
- 4.9.4. The Trustee Manager requires further verification or investigation into the transaction record.
- 4.9.5. The Payout being Returned by the Payee Bank when the details of the Payee Account is found to be inconsistent or due to other reasons at the discretion of the Payee Bank.
- 4.9.5. The transaction is being investigated under Suspicious Activities, including but not limited to money laundering, fraud-attempt, breach of terms or abuse of Services etc.

In the event of a Payment that is unable to be completed, the Webportal shall attempt to notify the respective Users through the User Account, or the registered email address or mobile phone contact number. However, it is the own responsibility of the User to track and monitor the transaction at their respective credit card or User Account.

For any delays or incomplete transaction, the Users shall be solely responsible for any possible penalties being imposed, including but not limited to late charges, interest fees, other incidental costs or loss of business. If a transaction is delayed or not completed, the Fees incurred by Users for using the Services is not refundable, regardless of whatever the reason that caused the delay or non-completion of the transaction.

4.10. Payment Failure

Various terminologies are used to define a failed Payment at respective processing stages :-

- Cancel – termination of instruction before submission for Transaction Review
- Decline – failure of verification during Payment Charge, or Transaction Review

- Reject – failure of final transaction screening during Payout-In-Progress
- Return – Payout Returned by Payee Bank after successful Payout Executed

Users are advised to examine and reconfirm the transaction diligently before executing the Payment Charge to the credit card.

If the User decides not to make the Payment, it is the User's sole responsibility to Cancel the particular transaction from the User Account. Users may unilaterally perform Cancellation on a transaction any time before the Payment Charge, by editing the status or deleting the instruction record altogether. Users also agree that NO Cancellation will be permitted after the Payment Charge has been performed successfully.

4.11. Waiver Of Chargeback Rights

Once the Payment Charge has been executed, Users are made aware and agree that NO Chargebacks shall be obtained from the credit card issuer or initiated against the Webportal. The Users hereby understand, acknowledge and agree to WAIVE the rights to Chargeback on any Payments made through the Webportal or its Services as an intermediary, including but not limited to the appended non-exhaustive list of reasons :-

- Any type of disputes arising between Payor & Payee
- Submitting information in-error, especially in relation to Transaction Type or Payee Account
- Duplication of Payment initiated by the User
- Using a different credit card unintentionally for Payment Charge

Notwithstanding the NO Chargeback term, Users shall keep PROPFITS indemnified at all times against any liabilities arising from such act initiated by any parties as per Clause 13.

4.12. Refund

A Refund may take effect when the Payee Bank initiates a Payout Return and hence, the intended Payee Account is not credited.

The Webportal may also perform a Refund when the Transaction Review is Declined after the Payment Charge has been executed, or during a Payout is Rejected during the screening by the Trustee Manager.

A notification shall be delivered to the User on the Refund status. Refunds shall only be allowed through electronic transfer directly back into the credit card or account where the funds was originally emanated from. The Refund shall also be evidenced by acknowledgement of no claims on the part of the respective Users, and that the Webportal shall not be held liable for and indemnified from any consequential causes.

In the event that Refund are unsuccessful for whatever reasons, the funds shall be held back until the Payor produces satisfactory documentation to the Webportal and shall subject to the Unclaimed Monies processes. PROPFITS Fees or any incidental and additional costs incurred are fully borne by the Users, and shall be deducted from the Payee Amount prior to any Refunds.

Any Refunds shall be further subjected to deduction of associated charges, and the PROPFITS Fees shall being retained by the Webportal without any further claims by all parties.

4.13. Recurring, Repeat & Scheduled Payments

The Webportal allows Users to set-up Recurring, Repeat or Scheduled Payments.

- 4.13.1. In a Recurring Payment, the Webportal shall send advance reminder based on the Payment Due-Date and pre-defined periodic frequency to the User through its registered email address or mobile phone contact number, and the User will still be required to perform the Payment Charge manually through the Webportal's checkout process. However, the Payments information are not required to be re-entered again as the Transaction Review is expedited based on previously submitted supporting Transaction Documents in the historical records. The applicable Fees shall take effect according to the prevailing rates during the actual Payment Charge Date.

Prior to resubmitting a Recurring Payment instruction, Users may edit certain fields or cancel the transaction in the User Account altogether. Editing is limited to the Payment Mode, Payment Charge Date and frequency of the transaction. The other fields relating to the Payee Account, Transaction Type, etc. are not allowed to be changed, which otherwise functionally renders the need to create another new Recurring Payment instruction. Any editing may result in alterations including but not limited to the recalculation of applicable Fees, qualification and validity for periodic Promotions or request for any applicable or additional Transaction Documents as part of the ongoing or updated Transaction Review requirements.

The Webportal shall only consider pre-authorized "Auto-Pay" or "Auto-Debit" feature upon request on a case-to-case evaluation basis, depending on the Payor Bank where Users may be required to sign specific terms for such arrangements. It may also take between 7 to 10 Business Days from the written instruction or signing of required terms to the approval and update completion, therefore possibly missing or delaying the 1st intended Payment Due-Date.

- 4.13.2. For Repeat Payment, the User shall retrieve any previously completed Payments with the same set of information to be resubmitted again for Transaction Review. The rest of the process of a Repeat Payment is the same as Recurring Payment, except that a Repeat Payment is on ad-hoc basis and the User will not be receiving any advance notice or reminder on the Payment Due-Date.
- 4.13.3. Scheduled Payment is a Payment instruction that has been submitted in advance for Transaction Review ahead of the earliest Payment Due-Date. It is essentially a future Payment instruction whereby the Payment Charge is executed much earlier by intention of the User.

4.14. Transaction Limits

The Webportal may implement Transaction Limits based on User Group, Transaction Type &/or Payment Charge Amount. For Payments exceeding these limits, the Users may appeal for Transaction Limits review provided that additional Transaction Documents are being produced to substantiate the request. All Transaction Limits reviews shall be at the sole discretion of the Webportal whereby decisions relating to it is final and conclusive.

4.15. Transaction Status

Users will be responsible to check the Transaction Status from the User Account dashboard. The Transaction Status captures the progress from submission right up to the Payout or Refund. Each of these intervals may require corresponding actions to be taken or complied by the User.

4.16. Declined / Rejected Credit Card

PROPFITS is not responsible for any failure in relation to the Payor's credit card being Declined by the Payor Bank during the Payment Charge process, including delayed or non-completion Payment.

The Users shall be held solely liable for not being able to fulfill the Payment commitments to the Payee, and it will be the Payee's sole responsibility on the decision of goods or services delivery to the Payor.

The Users agree that the Webportal shall not be involved in the dealings or any inquiries, or disputes between Payor and Payee.

4.17. Suspicious Activities

At the sole discretion of the Webportal, if the Users, both Payor or Payee, are believed to be engaged or collaborated in any fraud-attempts, illegal transactions, malicious intents, abuse of the Services in any way, or in breach of the Users Conduct whether or not specified in this Agreement, the User Account shall be suspended and all entitlements whatsoever shall cease to exist immediately, including the possibility in termination of Services.

Users agree to facilitate investigations to these Suspicious Activities and such case may be reported to the relevant law enforcement authorities whereby legal processes may take precedence over the treatment of the funds being with-held, if any.

4.18. Security

Apart from the Transaction Limits, additional security measure is established to safeguard the information in the Webportal. By design and intention of PROPFITS, the credit card is being processed directly at the acquiring bank's checkout screen, and stored independent from the Webportal.

4.19. Taxation

Users are solely responsibility and liable to the applicable taxes on the Payment or Receipt transactions, which include reporting, filing and remitting the correct amount to the respective tax authorities.

5. Users Conduct

The conduct of Users must be guided by the Terms Of Use while complying to the applicable laws in all interactions and activities through the Webportal.

Users agree to be solely responsible not to be engaged in a non-exhaustive list of Unsupported Transactions and Restricted Activities.

If there are reasons to believe that the Users are engaged in any Unsupported Transactions or Restricted Activities, PROPFITS reserves the right to, in its sole discretion and at any time, take any or all of the following actions and seek remedies as it deems fit :-

- Suspend or restrict access to User Account and the Services

- With-Hold funds from pending transactions
- Close and terminate User Account, including ceasing of all entitlements
- Report activities to the law enforcement authorities
- Contact affected banks or notify other Users, or affected 3rd parties
- Seek legal recourse against Users

In any case, PROPFITS shall serve Users with notification of any such actions. Users agree to cooperate with PROPFITS' request to facilitate investigations with more information regarding any suspected breach.

5.1. Unsupported / Prohibited Transactions (Non-Exhaustive List) :-

- making Payments not in direct exchange or party for rendered goods or services
- sending Cash Advance to Users own account or an entity in which the Users have control
- banker's / private cheque encashments – contra payments
- sale of Gift Vouchers, Traveler's Cheque or Money Orders
- paying to alimony or escrow accounts, or certain investment funds
- making donation to an unregistered charitable organization
- simulate transactions to test or probe spending behaviors, or any form of marketing surveys
- transactions involved in restricted or sanctioned activities
- gambling influences and its related activities, such as lotteries or sweepstakes, numbers forecasting, sports betting, games of chance or odds game etc.
- credit repair / debt settlement services or credit transactions
- specific debt repayments, such as credit card balances, Mortgage principal installments, or uncollateralized loan reductions including finance or refinance debts funded by credit card
- pornography, obscene materials, and sexually-illicit trade or prohibited services
- off-shore or overseas banking activities that are subject to government controls
- other goods, trades and services that are illegal or subject to government controls

5.2. Restricted Activities (Non-Exhaustive List) :-

- breach of related payment network or banking rules, and applicable laws
- allowing unauthorized individuals to access or share the use the User Account
- using proxy or anonymity to disguise the real identity of the User Account or transactions
- creating multiple User Accounts, each User is only allowed to operate a single User Account at all times, except for Associate or Business User Account whereby the User is also the representative of the entity
- submitting inaccurate, outdated or misleading information or falsifying documents, including Transaction Documents relating to the User Account and Payments or Receipts instruction
- participating in referral programs in a manner deemed abusive, or regarded as spamming or attracting complaints from referred parties
- act of intended or potential infringement of privacy, copyright, patent, trademark, or other intellectual property rights
- attempting to hack into the Webportal's database system, or access to other User Accounts
- tampering or interfering with the functions of the Webportal and the processing of its Services
- imposing unreasonable or extended demands, or stressing and overloading on the Webportal's technical or support resources
- facilitating or promoting viruses, trojan horses, worms or other computer programming scripts that may infect and affect any system, data or Information

- deploying robots, spiders, scrappers, any other automated-devices or manual processing scripts to bypass, access, observe, monitor, or copy the Webportal's contents or system operations
- collecting or aggregating activities and contents or other information from the Webportal including its Social Medias either manually or through technical channels, not limited to deep-linking or system disguises to avoid detections
- activities that may affect the Webportal's banking partners, payment processors, or other Users and service providers
- rebundling, repackaging, reskinning,, or otherwise reselling or redistributing the Services in any form originated from the Webportal
- using the Webportal's network to transmit materials that may be considered abusive, defamatory or malicious
- advertise or solicit businesses, directly or indirectly through the Webportal or any of its resources regardless whether it is competing or detrimental
- involved in any other activities deemed to be in conflict with the spirit or intent of this Agreement
- acting in illegal or malicious manner against the Webportal's interest or reputation, including violation of applicable laws or any regulations, or attempt to commit any fraudulent or unlawful activities

For cases which are not explicitly mentioned above, and for which Users would like to clarify, please direct the queries to terms@propfits.com.

6. Exception Handling & Customized Solutions

PROPFITS recognizes that there are certain non-standard Payment or Receipt instructions that may need a customized set-up requirement or additional support. On a case-to-case basis, provided that the Users agrees to comply with processes and signing-up of additional supporting Services agreements, PROPFITS may incorporate non-exclusive Exception Handling & Customized Solutions for the Users.

7. Promotions

PROPFITS may offer Promotions which affect Payment or Receipt functions, including but not limited to Fees rate, structure, schedule, calculation, transaction processing, timing, Payment Mode, credit card rewards etc.

Promotions relating to Fees discounts are often offered with different terms and timelines, to be applied only during the Payment Charge processing. At its sole discretion, PROPFITS may rescind any entitlements from Promotions if the Users are believed to be in breach or violation of the Terms Of Use, or Promotion participation rules.

8. Rewards Programs

PROPFITS may roll-out Rewards Programs from time to time, in the form of Fee-Waiver Credits or Rebates, Referral Schemes, or Product Sign-Up Bonus offers either on its own or with participating service providers. Users will be rewarded according to the promotional terms and conditions which are to be released in conjunction as an addendum to this Agreement.

Many of the credit card issuers could be also offering their own Loyalty or Card Member Privileges, usually independent from the Rewards Programs of PROPFITS. It is the responsibility of the Users to understand whether how or what the associated Payments executed via PROPFITS would benefit or not, from the offers of the credit card which the Users chose to pay with in conjunction with the Services of the Webportal.

Users agree that PROPFITS is unable to, and shall not, take responsibility or being held liable for Rewards Programs, or any form of promotions, that are offered by the respective credit card issuers.

8.1. Referral Scheme

Referral Scheme may be offered from time to time, whereby Users may participate by introducing and sharing the Services of PROPFITS' or sending invites to their contacts.

The Referral Scheme offers Fee-Waiver Credits or Rebates to the Users for each exclusively referred contacts being signed-up with a predefined Qualifying Transaction within the specified period.

Any referred contacts must be qualified as an individual or business which profile has never been registered as User Account or being associated with historical records or transactions in PROPFITS or its subsidiaries.

PROPFITS reserves the right to withhold or forfeit any Free-Waiver Credits, or to take further actions including but not limited to closing the User Account if it suspects abuse of the Referral Scheme.

8.2. Product Sign-Up

PROPFITS may collaborate with other products or services which it deems relevant and complementary to its Services, and in producing synergies to offer better value, convenience and experience to the Users.

During such marketing campaigns, Users may also be offered Product Sign-Up, subject to participation and qualification terms. The products and services provided from these 3rd party vendors or service providers are independent from PROPFITS and shall be their sole undertakings respectively. Users are made aware that engagement with these participating vendors and service providers shall be subjected to different terms and conditions.

9. Associate / Affiliate Program

Other than the promotion campaigns with participating service providers, the Webportal may introduce Associate Program that is designed for business or commercial Users.

To qualify, the Users must be registered under Associates or Business User, and shall be accorded privileged functionalities, expanded system scope or participate in joint marketing initiatives with PROPFITS. The Associate may also network with other projects or sponsors offering greater visibility and reach to increase value-proposition.

The Associate Program is guided by an additional set of terms and conditions which is to be read in conjunction as an addendum to this Agreement.

10. Termination

Users may request the closure of User Account at any time by sending an email to tx@propfits.com.

The Users shall remain liable for any obligations related to the User Account even after the closure or termination, including suspensions or post-closure investigations into suspicious activities.

Any Payments processed prior to closure of the User Account will be completed by the Services, except those that may be Cancelled by the User before the Payment Charge. Any Scheduled Payments where the Payment Due-Date is after the closure date of the User Account shall be deemed withdrawn unless the User executed the Payment Charge process manually in advance.

At its sole discretion and without penalty or liability whatsoever, PROPFITS may terminate this Agreement, the Users Account or access its Services at any time without prior notice. PROPFITS may retain any data associated to the User Account and the historical activities from using the Services in accordance with applicable laws.

11. Transaction Inquiries

If there are any issues on transaction-related matters, Users may send written inquiries to tx@propfits.com together with the Payments or Receipts references.

The Webportal shall only respond to email address or mobile phone contact number that matches the initiator's registered data, and may require further authentication to establish the rightful identity of Users.

To the extent that a transaction can be traced within a reasonable timeframe, any detected errors shall be rectified using commercially viable efforts by the Webportal.

Users agree that the Webportal shall not be held liable for any direct or indirect costs, or difficulty arising from actions that may be taken in the process of investigations or rectification of the identified errors.

Users are responsible to confirm the accuracy, correctness, completeness and legitimacy of the Payments or Receipts instruction at the time of submission before the Transaction Review. In the event that a transaction issue is found to be attributed to any of the information confirmed by the Users at the time of submission, even if the Transaction Review may have been accepted.

The Users agree to be held solely responsibility for any consequent impact, which may include but not be limited to being charged a fee for the resources involved in the investigations, any issues rendering the Webportal being unable to complete Payout, and holding the Payout or Refund.

12. Laws & Arbitration

12.1. Arbitration

If there are any other issues regarding the Services, and for whatsoever reasons that the Users are not satisfied with the Services, then a written notice must be delivered to tx@propfits.com and allow PROPFITS to attempt in resolving the raised issue in good faith.

If the issue raised remains unresolved after a reasonable time, including transaction-related matters as per Clause 11., Users may then pursue a resolution through arbitration practice and procedure in Malaysia.

The related parties undertake to observe strict confidentiality of the arbitration proceedings including but not limited to all information, documents, evidential sources, pleadings, communications etc., at all times even after the case.

In the event of any breach whereby financial damages would not be sufficiently remedied, Users agree that PROPFITS reserves the right in applying to court to obtain other means of injunctive, equitable and other reliefs for such breach or non-performance.

12.2. Governing Law

This Agreement and all matters relating to the Services, shall be governed by, and construed in accordance with the applicable laws of Malaysia.

12.3. Class Action Waiver

Any proceedings to resolve or litigate any disputes in any forum will be conducted solely on an individual basis, and not in a class or representative action.

Neither party to this Agreement will seek to have any dispute heard as a class action, private attorney general action, nor in any other proceedings in which either party acts or proposes to act in a representative capacity.

No arbitrations or proceedings will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

13. Indemnity

Users agree at all times, to indemnify, keep indemnified and hold PROPFITS, its directors, shareholders, subsidiaries, affiliates, managers, employees, associates and partners harmless against all related liabilities inter-alia claims, demands, proceedings, fines & penalties, arbitration judgments, settlements, including losses attributable to chargebacks, economic losses, accounting fees, legal & court expenses and incidental costs, suffered or incurred arising whether directly or indirectly by the Users, from, but not limited to any of the appended :-

- access or engagement of the Services
- breach of any provision in this Agreement
- negligence or willful misconduct, including misleading or deceiving instructions
- disclosure of confidential information
- infringement of intellectual property, trademarks or copyrights
- breach of contracts or agreements between Payor & Payee
- breaching terms of bank, credit card issuer, payment network or 3rd party intermediaries

14. Limitation Of Liability

In no event shall PROPFITS, its directors, shareholders, subsidiaries, affiliates, managers, employees, associates and partners be liable to Users or any 3rd parties for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to loss or disruptions of business, assets, revenue, profits, money, data, goodwill, reputation or other economic advantages, even if PROPFITS is being made aware of or advised on the possibility of the same, arising out of or in connection with the use and access of PROPFITS or its Services or this Agreement.

However, the Limitation Of Liability is not permitted to be included, to a certain extent, in some applicable laws, despite the provisions in this Agreement. In such a circumstance, Users agree that no action, in whatever form, may be raised more than sixty (60) days from the date of which the event gave rise to the claim, and that the Users accept that PROPFITS' liability, if any, under any causes of action, shall not exceed the Fees paid by the User for the particular transaction on that give rise to the claim.

15. Disclaimer Of Warranties

PROPFITS or its Services are provided to Users "As Is" and "As Available" basis without any representation or warranty of any kind, whether expressed, implied or statutory. PROPFITS specifically disclaims any implied warranties of title, merchantability, quality, fitness for a particular purpose, compliance with any description and non-infringement, including disclaimer on implied warranties arising from the course of execution, dealing, usage of trade or otherwise.

PROPFITS does not guarantee continuous, uninterrupted, secured access, error-free or virus-free operations on any part of its Services, and the availability of its Webportal may be interfered with by numerous factors outside of its control. PROPFITS also does not have any control over the products or services that are paid through using the Services and PROPFITS cannot ensure that any of the Users, whether the Payee or Payor, will eventually complete the transaction at all or is authorized as such.

PROPFITS shall make reasonable effort to ensure that its Services is processed in a timely manner but PROPFITS makes no representations or warranties regarding to the length of time needed to complete processing which is dependent upon many factors including as response time of the bank systems.

Users agree that electronic channels and the internet networks are never completely secured, and it is possible that the data or information in the course of Services may be mistakenly released, lost, hacked or accessed by unauthorized 3rd parties. Users understand that any sources, documents or information that are uploaded or sent through the Services or make available to PROPFITS via other means of electronic channels may be read or intercepted by others, even if there is a special notice that a particular delivery is secured and encrypted.

16. Intellectual Property

16.1. Ownership

Users agree that all Intellectual Property and proprietary rights, trademarks, domain names, in and relating to the Webportal and its Services, including the technology, application, programs, contents, features, functions, concept-tools, designs including web graphics, logos, taglines etc. are owned exclusively by PROPFITS. Any copying, reproducing, distributing, transmitting,

posting, linking, deep-linking, modifying, selling, in any way without the express written permission of PROPFITS is prohibited. Any violation may result in a copyright, trademark or other Intellectual Property infringements that may subject Users to civil &/or criminal penalties.

16.2. Users Contents

Users agree to grant PROPFITS a universal, non-exclusive, royalty-free, sub-licensable and irrevocable right to access, use, copy and reproduce any information, data and contents that are deemed provided by the Users in relation to the use and purpose of the Services at the sole discretion of PROPFITS.

17. Miscellaneous

17.1. Assignment

Users are not permitted to transfer or assign any rights or obligations under this Agreement without PROPFITS' prior written consent. PROPFITS reserves the right to transfer or assign this Agreement and any rights or obligations under this Agreement at any time.

17.2. Survival Of Clauses

This Agreement and all other terms which by its nature should survive, will survive the termination of this Agreement.

17.3. Notices

Users agree that PROPFITS may provide notices by posting onto the Webportal, send to the email address or mobile phone contact number provided in the User Account. Such notices shall be considered to be received by the Users once it's posted onto the Webportal or sent to the email address or mobile phone contact number.

Transaction E-mails may also be sent at specific intervals of the Payments or Receipts process for Users to track and be reminded of the status progress. By virtue of sending these communications, Users agree to notify PROPFITS immediately if any errors or unauthorized instructions. PROPFITS shall impose hold the transaction or invoke Clause 4.17. under Suspicious Activity unless there is sufficient evidence to prove otherwise.

17.4. Severability

If any of the provision in this Agreement is held to be invalid or in contrary to any court having competent jurisdiction, such provision shall be revised and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

17.5. No Waiver Of Rights

Failure or neglect by PROPFITS to exercise any rights, powers or remedies at any time accorded in this Agreement shall not be construed or deemed to be a waiver of rights, nor in any way affect the validity of the whole or any part of this Agreement or prejudice the rights of PROPFITS to actionable enforcement of the same subsequently.

17.6. Force Majeure

Users agree that PROPFITS shall not be held liable for any Services interruptions, delays or non-performances caused by circumstances beyond PROPFITS reasonable control whether directly or indirectly, including without limitation, acts of God, natural disasters like earthquakes, weather conditions, fire and flood, acts of government, public and civil unrests, strikes, acts of terrorists, or service provider delays and failures including communications network downtime etc.

17.7. Entire Agreement

This Agreement together with any other forms, documents, policies &/or agreements referenced in the Webportal including the [FAQs](#) and [Privacy Statement](#) sets forth the entire understanding between Users and PROPFITS with respect to the Services. In the event of any conflict or inconsistency, this Agreement shall prevail.

17.8. Language

Users expressly agree that this Agreement or any associated documents shall be in the English language.

Effective Date : 22nd July 2021

Latest Update : 11th June 2021

The Advantage Of Credit Cards

Instant Credit : A Credit Card can help Users deal with urgent or unexpected expenses and buy extra time to flex the cashflow further using readily-available unutilized credit-line with up to 55 days interest-free funding.

CashBacks & Rewards : For some Users and depending on the Credit Card product program, the Fees charge is largely being offset by the value in cashbacks and rewards that they may qualify to earn by putting a transaction through the Credit Card.

Managed Cashflow : Large ticket and important spend may be converted into more affordable payments breakdown by flexi installment plans with extended repayment period, subject to cost.

Security : Credit Cards offer additional protection and security over other payment methods, backed by the authority of the issuing bank, and some transactions may be insured, subject to the terms of use.

Convenience : Tracking property-related transactions all in a single or specific Credit Card account, easier to retrieve information from a common place / consolidated statement for reference.

IMPORTANT REMINDER!

A Credit Card may offer true flexibility and convenience, especially for savvy cardmembers who know how to manage their finances. However, if the cardmember is not careful or disciplined in managing the finances, it must be reminded that all these benefits could turn out to be costlier to the cardmember which otherwise would not have incurred such costs if transactions are not performed through a Credit Card.

Before deciding to use a Credit Card, it is always prudent and advisable to plan ahead with the intention to pay the FULL AMOUNT on the statement outstanding balance within the specified due-date. If only the MINIMUM PAYMENT is made, the cardmember will incur heftier financing costs with default interest being imposed on all transactions or higher effective interest rate over stretched period to repay the principal sum.

In the case of Flexi & Easy Installment Plans or Balance Transfer, cardmember must ensure that the effective interest rate is fully understood and more importantly, the ability of the cardmember to meet the monthly repayment obligations. Credit Card is often regarded as a financial hazard and cardmembers are reminded to avoid the pitfalls of signing up Credit Card loans unnecessarily. Cardmembers are also advised to spend in a responsible manner and not to abuse the conveniences or privileges of Credit Card features.