

TERMS OF USE (AGREEMENT)

Welcome To PROPFITS (the "Webportal")

This Webportal is a payment-enabler developed across the sphere of Fintech and PropTech, aimed at transforming the landscape of both the Financial & Real Estate eco-systems.

This platform presents an alternative channel 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 being supported by respective payment networks and gateways.

It also offers innovative concepts and useful functionalities driven by system processes that empowers consumers or businesses, and service providers alike, to adopt the smarter and preferred choice of payment-receipt strategies with mutually beneficial arrangements.

Preamble

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

This Agreement legally binds the visitors, guests, members or associates (collectively "Users") with PROPFITS FINTECH Sdn Bhd ("PROPFITS"), being the operator of this Webportal. 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 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's 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 propfits@propfits.com.

1. Terminologies (In Alphabetical Order)

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

- “In-Active” means the User Account that has not performed any transaction activities for 3 consecutive months.
- “Disabled” means the User Account has been locked due to exceeding maximum failed attempts of credential validation.
- “Dormant” means the User Account that has not been logged-in for more than 6 months.
- “Suspended” means the User Account that has been blocked temporarily due to inquiry or on-going investigation on dispute or suspicious activity.
- “Verified” means the User Account that has completed and been verified on the key user information for profile update, and hence, shall not be permitted to perform payment instructions thereafter.

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

“Credit Card Network” means the direct Credit Card payment gateway / authorization network.

“Cross-Border Payment” means the Payor or Payee of the transaction are based in different countries.

“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 use of the Webportal, including Administration, Processing, Hosting & System Security.

“Fee-Waiver Credit” means 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 Payment” means the payment channel for transaction being put through by linking the to the user’s e-Banking account at the respective Banks as authorization network.

“Membership Fees” means the optional periodic charge by the Webportal for subscribing to additional User 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 verifiable Full Name, ID No. (MyKAD or Company Registration), Account No. & Payee Bank as instructed by the Payor or Payee in a Payment instruction.

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

“Payee Limit” means the Webportal imposed maximum amount &/or frequency that a particular Payee may apply at a given stipulated timeframe.

"Payment" means an instruction initiated by the Payor to pay the Payee for a specific supported transaction purpose.

"Payment Account" means the bank account maintained by the Webportal whereby the Transaction Amount is being credited to, essentially the merchant settlement account held with the acquiring bank.

"Payment Charge" means the act of charging (swiping) the Transaction Amount to the Credit Card by the Payor.

"Payment Charge Amount" means the actual Transaction Amount being charged to the Credit Card by the Payor.

"Payment Charge Date" means the date of actual execution of Transaction Amount being charged against the Payor's Credit Card.

"Payment Mode" means the permitted Payment method, channel or instrument, whereby the source of funds is being derived from to complete a transaction.

"Payout" or "Payment Transfer" means the execution of transferring the Payout Amount from the Webportal to the Payee, on behalf of the Payor, as per instruction for the specific purpose.

"Payout Amount" means the 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 Webportal's Payment 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" or "Bank Issuer" 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 apply at a given stipulated timeframe.

"Personal Data" means any personally identifiable information concerning a User, including but not limited to the Name, EMail Address, Contact No., 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.

"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 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.

"Scheduled Payment" or "Scheduled Receipt" means the Payment or Receipt instruction that has been submitted in advance or with a periodic recurring frequency for a specific future date of Payment or Receipt.

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

"Submission Date" means the date of creation of the Payment or Receipt instruction up to the stage of Transaction Document upload successful, and pending Transaction Review.

"Transaction Code" means a pre-defined set of identification used by the system for the respective description of different Transaction Types (Groups & Items).

"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 used to support a Payment or Receipt to facilitate acceptance during the Transaction Review.

"Transaction Review" means the process of reviewing and accepting the Payment or Receipt instruction with the right to request for more information or additional supporting Transaction Document.

"Transaction Status" means the updates on various intervals of processing workflow which may require corresponding actions to be taken by the User from the submission right up to Payout :-

- "Cancel" means the Payment or Receipt instruction that has been aborted or deleted before the completion.
- "Decline" means the Payment Charge authorization process for the Credit Card is unsuccessful, requires User to perform Payment Charge again or resubmit transaction with a different Credit Card.
- "Draft" means the Payment or Receipt instruction that has been created but pending submission for Transaction Review.
- "Pending Payment" means the Transaction Review has been performed and accepted, ready for User to perform the Payment Charge.
- "Pending Review" means the creation of Payment or Receipt instruction that has been completed successfully and sent for Transaction Review.
- "Payout" means the transfer to Payee Bank has been executed.
- "Refund" means the transfer of funds back to originating source due to transaction being Rejected or Returned.
- "Rejected" means the Payment or Receipt instruction not accepted or disqualified during the Transaction Review.
- "Returned" means the Payout or Payment Transfer is being returned by the Payee Bank due to discrepancy, invalid or inconsistent transaction details.
- "Reversed" means the Payment or Receipt instruction being aborted or declined upon verification, usually after the Payment Charge but before the Payout or Payment Transfer.
- "Withdrawn" means the Payment or Receipt instruction that has been recalled after being submitted for Transaction Review but before the Payment Charge being executed.

- “With-Held” means the Payment or Receipt instruction that has been blocked or stopped due to inquiry or on-going investigations.

“Transaction Type” or “Transaction Description” means the purpose and nature of Payment or Receipt, may also be grouped and represented by a set of specific Transaction Codes predefined in the system.

“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 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”, “Single Transaction Limit”, or “Monthly Limit” means the Webportal imposed maximum Principal Amount, measured either by the User Type &/or Transaction Code 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 classification of Users agreeing to use the Webportal :-

- “Visitors” means Users without a registered User Account.
- “Guests” means Users with a registered User Account.
- “Members” (Preferred & Premium) means Users with a registered User Account subscribed to additional privileges.
- “Associates” (IND-Private & BIZ-Corporate) means Users with a registered User Account for business or commercial purposes.

“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. Description

PROPFITS is NOT in the business of issuing Credit Card or extending any form of credit facilities.

PROPFITS operates a system platform that enables a range of Services, including related products recommendations via its Webportal’s functionalities to complement Payments or Receipts for mostly property-related purposes, to be facilitated mainly through Credit Card features.

The Services that appear in the Webportal are most likely from service providers which PROPFITS has established partnership, &/or agreed to receiving some form of compensation or a series of reciprocal businesses relationships. 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. PROPFITS does not include all available Services offered in the marketplace.

2.2. Supported Locations

The Webportal enables Payments primarily through the online channel, but it currently covers only activities that are based in Malaysia. 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, 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 Bank 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 by the respective Bank Issuers, which may include but are not limited to 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 the respective issuing banks to file further claims against PROPFITS.

2.4. Payment Account (Settlement)

The Payment Account facilitates the crediting of the Transaction Amount, separate and independent from PROPFITS operating account. The monies received are temporary held in this Payment Account, until specific conditions are fulfilled and complied.

The Transaction Amount credited into Payment Account does not pass into PROPFITS' legal ownership except for the purpose of Payout or Payment Transfer, including any eventual Refunds or Reversals.

For successful transactions, the description reflected in the banking account statement of both the Payor and Payee may appear as <PROPFITS Fintech Sdn Bhd> Or <PROPFITS KUALA LUMPUR MY>.

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

2.5. Account Relationship

PROPFITS maintains designated accounts with Banks, 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 and Payee Bank. The Users accept and agree that PROPFITS shall be authorized to manage the transaction through these designated accounts.

Users herein grant PROPFITS the right to instruct the respective Banks on the application of funds, includes receiving funds from Users and subsequently, executing the Payout to the intended Payee.

Subject to clearance of the funds, the Webportal shall perform Payout based on information provided by Users, and the Banks shall be the party responsible for conducting the settlement of funds directly based on the instructions.

The Banks are service providers directly engaged with PROPFITS, whereby it shall assume the role of receiving funds from Payment Charge and executing Payout instructions by PROPFITS. As such, Users are not the customer or account-holder to any of these Banks for purpose of the Payment Charge and Payout processing although it may be possible that the Payor Bank or Payee Bank are from the same or related entity of the Banks maintaining PROPFITS' 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, or other entities as may be related in order to facilitate the completion of the respective Payment 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 with the 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

Users must comply to 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 manager or authorized representative of a legal entity or sole proprietor business by itself.
- 3.1.3. Users must provide identification information like MyKAD or Passport, or the Business Registration, and have a validated active EMail address and Mobile Phone contact number.
- 3.1.4. Users must have an active Credit Card, and Current / Savings deposit account for Payee.
- 3.1.5. Users are responsible to provide true, accurate, current and complete information required in a User Account registration. The 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.
- 3.1.6. The Webportal may impose other participation guidelines from time to time as deem fit.

3.2. License

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. Users' Identity

Users hereby authorize PROPFITS to perform any inquiries which are considered necessary to verify the identity. This may include requesting Users for further information with additional identification documents to confirm ownership of the EMail address or Mobile Phone contact number, and verifying these 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. Transaction Details

The Webportal may require information relating to the Payee, including relevant supporting documents of the transaction in order to process the Payment or Receipt, or to conduct review and verification checks. Such information may include Personal Data of the Payee or 3rd parties and some narratives of the transaction.

By submitting these information to the Webportal, the Users is responsible for the necessary consent and acknowledgement to be obtained from the Payee or concerned parties for purpose of processing the Payment or Receipt, or to conduct review and verification checks. 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 the Payee or 3rd parties Personal Information.

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 losses, disruptions or disputes arising from any unauthorized or compromised usage of User Account.

3.7. System Availability

PROPFITS will use commercially reasonable efforts and resources to provide the 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 may result in downtime of the Services, including temporary suspension of Payment or Receipt instructions that have been submitted. PROPFITS shall attempt to notify the Users in advance of any affected system availability on the Webportal 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 status of transactions, or for confirmation of a service request. This additional convenience is currently provided as a default 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 latest 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 latest versions of the respective web browsers or download alternative preferred web browsers to access the Webportal for an optimal system performance and Users 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. 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. Processing

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 and conveniences designed to facilitate mainly property-related 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 personal financial management, especially for less savvy Users in applying the use of Credit Card responsibly.

4.2. Payments

User may create and submit a Payment instruction with locally-issued Credit Card only, upload the required supporting documents for Transaction Review. And once the submission has been accepted, 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 through the direct Credit Card authorization network (for Credit Card Network). Cross-Border Payments are not available at the moment.

For verified User, the Payment Charge may be allowed to be performed concurrently with the submission, but will still be subject to Transaction Review whereby the Webportal reserves the right to Decline or Reverse the Payment.

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 may 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 by or liability to the Users.

4.3. Invite

User may send invite for a Payment to be executed through the Webportal. This function is only made available to Associates or certain subscribing Members at the moment. The User is required

to upload the supporting documents under specific group description for Transaction Review, and then send invite to the intended party with a coded link.

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 may not be assigned to PROPFITS.

Users agree that the Webportal shall reserve the right to deny or reject any invites 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 is being allowed. 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 rejected. 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, 3rd party 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 Transaction Amount at the point of Payment Charge or deducted from the Payout Amount 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 item (nett transaction amount).

Optional User subscription (herein called "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 is dependent on the Credit Card settlement turnaround, which also relies on the Payor Bank and Credit Card authorization network.

By standard, the Webportal strives to complete the transaction within T+4, means from the successful Payment Charge to the execution of Payout, within 4 Business Days, provided that there are no interruptions to the normal course of processes which is beyond the control of the Webportal.

4.7. Payment Mode

The Webportal currently accept Credit Cards issued in Malaysia only, mainly through the FPX Payment Channel and Credit Card Network. Transactions with Cross-Border Payment, those involving either Credit Card not issued in Malaysia, and Payment to or from outside Malaysia, may only be considered in our future plans. The Credit Card and transactions must be based in Malaysia.

4.8. Transaction Type

The Webportal is designed to facilitate and enable many types of transactions especially property-related payments, and hence, Users may find apt particularly in the support to perform tenancy activities including monthly term 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 etc. The Webportal reserves the rights to remove the existing or accept 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. If Users submitted incomplete or inconsistent Transaction Documents, the transaction may be held back or subject to additional supporting sources during the Transaction Review.
- 4.9.2. The Credit Card authorization may be declined by the Bank Issuer during the Payment Charge process, rendering the transaction being unsuccessful.
- 4.9.3. The settlement process may be delayed as it is dependent on the Payor Bank or Credit Card authorization network.
- 4.9.4. The Webportal will not and is unable to check the validity of Payee Account at the point of submission until the Payout, it will be Returned by the Payee Bank subsequently 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. Cancellations, Withdrawals, Reversals Or Chargebacks

Various terminologies are used to define the negative actions at respective processing stages :-

- Cancel – termination of instruction before submission for Transaction Review
- Decline – unauthorized by the Payor Bank (Credit Card Issuer) during Payment Charge
- Reverse – failed verification after successful execution of Payment Charge, before Payout
- Return – rejected by Payee Bank after successful execution of Payout

Users are advised to examine and reconfirm the transaction diligently before executing the Payment Charge. If the User decides not to make the Payment after the instruction submission, it is the User's sole responsibility to Cancel or Withdraw the particular transaction from the User Account. Users may unilaterally perform Cancellation or Withdrawal of a transaction any time before the Payment Charge, by editing the status or deleting the instruction record altogether.

Users also agree that NO Refunds will be permitted except for Reversal or Returned transaction. Any Refunds of Payout Amount after deducting any associated charges shall be credited back directly into the originating Credit Card or designated account, and the PROPFITS Fees shall be retained by the Webportal without any further claims by all parties.

And if either the Payment Charge or Payout has been executed, then Users are made aware and agree that NO Chargebacks shall be initiated against the Webportal regardless of the reasons provided. The Users understand, acknowledge and agree to WAIVE the rights to Chargeback on any Payments made through the Webportal or its Services for whatever reasons, including but not limited to the appended non-exhaustive list :-

- 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

4.11. Refund

The circumstance that a Refund may take effect is due to a Non-Completion Transaction whereby the Payee Bank did not approve or was unable to credit the intended Payee Account and Returned the Payee Amount subject to deduction of any associated charges. The Webportal may also Refund the Payout Amount when the Payment fails the TX Review verification after the Payment Charge has been executed.

A notification shall be delivered to the Payor and Payee before the Refund process is initiated. Refunds shall only be allowed through electronic transfer directly back into the Credit Card or account where the funds were 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 any consequent 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 be 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.

4.12. Recurring & Scheduled Payments

The Webportal allows for Users to set-up Recurring & Scheduled Payments or Receipts, by entering the intended Payment Charge Date and Frequency of the transaction.

In a Recurring or Scheduled Payments or Receipts, the system will trigger sending advance reminder to the User through the registered EMail address &/or Mobile Phone contact number, but the User will still be required to execute the Payment Charge. However, the Payments or Receipt information are not required to be re-entered again as the Transaction Review may be expedited based on previously submitted supporting Transaction Documents in the storage and historical records. The applicable Fees shall take effect according to the prevailing rates during the actual Payment Charge Date.

Prior to re-submitting the Payment or Receipt instruction, Users may edit certain fields or cancel the transaction in the User Account. 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 or Scheduled Payments or Receipts. Any editing may result in alterations including but not limited to the recalculation of applicable Fees, qualification and validity for periodic Promotions or reiteration of any applicable or additional Transaction Documents as part of the ongoing 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 system update completion, therefore possibly missing or delaying the 1st intended Payment Charge Date.

4.13. Transaction Limits

The Webportal may implement its credit policy and built-in parameters to track the User Group that are filtered further based on combination of Transaction Type &/or Payment Charge Amount. For exception cases falling beyond these limits, the Users may appeal for inclusion of the Transaction Limits provided that additional Transaction Documents are being produced to substantiate the request. Certain User Accounts shall be accorded enhanced Transaction Limits to be determined at the sole discretion of the Webportal.

4.14. 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 with, by the User.

4.15. 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 inquiry, or disputes between Payor and Payee.

4.16. 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 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.

4.17. Security

Apart from the User and Transaction Limits, additional security measure is established to separate the Payment information in the Webportal. By design and intention of PROPFITS, the Credit Card is being processed directly at the Acquiring Bank's Checkout screen, independent from the Webportal. The uploaded Transaction Documents are stored separately from the Payment information with our internal transaction reference indexing.

4.18. 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 Users Conduct in all interactions and activities through the Webportal is guided by the Terms Of Use and must comply to the applicable laws at all times.

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
- Close and terminate User Account, including ceasing of all entitlements
- With-Hold, Return, or Reclaim funds
- 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 :-

- 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 :-

- 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 propfits@propfits.com.

6. Exception Handling & Customized Solutions

PROPFITS recognizes that there are certain non-standard Payment or Receipt instructions that may need customized set-up requirements 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, especially for the Associates setting-up Payments in relation to their business activities.

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, Referral Schemes, or Product Sign-Up Bonus offers either on its own or with partners. 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

Users may participate in the periodic Referral Scheme being offered from time to time, by introducing and sharing the Services of PROPFITS' with their contacts, sending invites to participate as a User. The Referral Scheme offers Fee-Waiver Credits to the Users for each exclusively referred contacts with a predefined Qualifying Transaction within the specified period.

During the Referral Scheme offering period, Users may sign-in to the User Account, and navigate to the <Send Invites> bar to enter EMail address AND Mobile Phone contact number of the

individual or business to be referred. For Visitors without a User Account, the referral status will be tracked through the EMail address or Mobile Phone contact number whereby a Fee-Waiver Credit Code shall be delivered once the referred contact triggers a Qualifying Transaction.

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 Bonus

PROPFITS may progressively collaborate with other products or services which it deem relevant and complementary to its Services, and in producing synergies to offer better value, convenience and experience to the Users. As part of the Rewards Programs, Users may also be offered Product Sign-Up Bonus, 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 responsible undertakings respectively. Users are made aware that engagement with these 3rd party vendors and service providers shall be at their own risk.

9. Associate / Affiliate Program

PROPFITS is developed with all types of Users in mind. The Webportal can implement instantaneous Associate Programs that are designed for corporates, businesses, organisations or specific Users Groups with pre-arranged entitlements.

To qualify, the Users are invited to register in the designated User Group of the Associate Program, and shall be accorded privileges like Fee-Waiver Credits assignment, expanded system functionalities or participate in joint-marketing campaigns, strategic initiatives and activities with PROPFITS. The Associates may also connect with other projects or sponsors within the network groups offering greater visibility and reach to increase value-proposition to its target market.

Associates may write to general@propfits.com or use the contact form to explore with PROPFITS on the business targets and requirements. 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 general@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. Users may not close the User Account to evade the investigation.

Any Payments processed prior to closure of the User Account will be completed by the Services, except those that may be cancelled or withdrawn by the User. Any Scheduled Payments where the Payment Charge Date is after the closure date of User Account shall be deemed cancelled 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. Transactional Inquiries

If there are any issues on transaction-related matters, Users may send written inquiries to general@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 audit-trailed or traced within a reasonable timeframe, any detected errors, deficiencies or defects in the Services 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, deficiencies or defects.

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 it may have passed the Transaction Review, the Users agree to be held solely responsibility for any consequent impact, which may include but not be limited to being charged a fee by the Webportal for the resources involved in the investigation, an unintended Payee receiving the Payee Amount, any issues rendering the inability of the Webportal to complete the Payout, holding of funds or refunds which may treat the transaction as cancelled by default, and Users may have to initiate another new transaction.

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 csi@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 of the Services for any purpose 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.

Transactional EMail 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 4.16 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

Last Updated : 04th February 2022 (v4.0)

The Advantage Of Credit Cards

Rewards : For many Users, the Fees charged by putting a transaction through the Credit Card are largely being compensated by the cash-backs or reward points that they may qualify to earn depending on the respective loyalty programs offered by issuers.

Access To Instant Credit : A Credit Card can help Users deal with unexpected expenses or buy extra time to flex the cashflow further, possibly gaining up to 51 days interest-free period or break-down to large ticket items to easy installment plans with productive funding costs.

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

Convenience : Tracking property-related transactions all in Credit Card accounts, easier to retrieve information from a common place / consolidated statement with better cashflow and expense management.

IMPORTANT REMINDER!

A Credit Card may offer true flexibility and convenience, only for savvy cardholders who know how to manage their finances. However, if the cardholder 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 cardholder which otherwise would not have incurred such costs if transactions are not performed through a Credit Card.

The cardholders shall be also made aware that, usually additional rewards or gift-bonuses are thrown-in during promotional periods to gratify spending or transactional activities through a Credit Card. Even if the benefits are compelling to use or apply a Credit Card, the cardholders should exercise refrain from impulsive spending that are influenced by these promotions.

Before deciding on the use of 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 cardholder will incur heftier interest costs due to relatively higher interest rate coupled with extended period to repay the principal sum. In the case of Balance Transfer, ensure that it is ZERO or Low-Entry with the relatively cheaper interest rate secured and most importantly, the ability to meet cardholder's monthly repayment obligations.