

Terms of Use For Urby platforms and Mobile Application

1. Agreement to Terms of Use

- 1.1 These Terms and Conditions of Use ("**Terms of Use**") apply to Urby's mobile application and/or website (collectively, the "**Platform**"). By accessing or using our Platform, you acknowledge and accept the terms and conditions of this Terms of Use in full, particularly breach of terms, limitation of liabilities and indemnity. If you disagree with the terms and conditions of this Term of Use, do not use our Platform.
- 1.2 **Urban NX Sdn Bhd (Company No. 202401022241 (1568090U)** ("Urby", "we", "our", "us") reserves the right to update these Terms of Use at any time without notice to you. You are advised to check these terms and conditions regularly for any amendments. If these Terms of Use are amended, you must comply with the updated Terms of Use. If you disagree with the updated Terms of Use, do not use our Platforms.
- 1.3 This information and services contained on the Platform is intended to be general information. Nothing in these platforms should be regarded as an advice or recommendation relating to any properties, products and services, and not as any offer or solicitation to participate in profit sharing of proceeds from the sale or buy-back of a property listed on the Platform ("**Property**") or enter into any Property Specific Profit Share Contract ("**PSC**"), .
- 1.4 You should seek professional advice at all times and obtain independent verification of the information prior to making any commercial decision based on the information. You are wholly responsible for use of the Platform by yourself and/or any person using your computer and you must ensure that any such person complies with these Terms of Use. In the event that the laws of the jurisdiction you are in do not permit or impose restrictions on the access to the contents of this Platform, you shall forthwith discontinue access or comply with such restrictions.

2. Platforms Content

- 2.1 All text, graphics, images, data, photographs, trademarks, logos, sounds, music, artwork, charts, user interfaces, visual interfaces, web pages, and links offered on or through the Platform and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement and display of such Content are owned, controlled or licensed by or to Urby, and is protected by copyright, patent, trademark laws and various other intellectual property rights. Unless otherwise stated in these Terms of Use, you shall not use the Content on

these platforms for any purpose in any way without the express prior written consent of Urby.

- 2.2 Except as expressly provided in these Terms of Use, no part of the Platform and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, platforms or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent of Urby.
- 2.3 You may use the information on Urby's product and services purposely made available by us for downloading from the Platform, provided that:
 - the information is used solely for personal purposes and not for commercial purposes and do not copy or post such information on any networked computer or broadcast it in any media,
 - no removal of any proprietary notice language, or our legal rights and interest in relation to such information,
 - no alteration of any kind is made to such information, and
 - no further statements and warranties shall be made in relation to such information or document containing such information.

3. Acceptance of Risk

- 3.1 You acknowledge and accept the inherent risk in conducting any transaction via the Platform. In any event, your access to and use of the Platform will constitute such acknowledgement and acceptance and will be recognised as your electronic signature and will be legally binding.
- 3.2 You are responsible and liable for all instructions and transactions carried out via the Platform ("instruction").
- 3.3 We shall not be verifying the origin or authenticity of instructions given to us and we will not be liable to you when we act on such instructions in good faith.
- 3.4 Our record of the instructions and transactions maintained through the computer system or otherwise shall be accepted as conclusive and binding for all purposes. To the extent permitted by law, you accept that our record will be admissible as original documents in any court of law and agree that you will not challenge or dispute the accuracy or authenticity of such records.
- 3.5 We may cancel any instruction given without any liability if we know or have reason to believe that a criminal act, a fraudulent act, offence or breach of any regulation or legislation will be or has been committed. If we are of the opinion that the instruction is

unlawful, not properly authorised by you or for any other reason whatsoever, we may refuse or stop carrying out the instruction; or reverse any actions carried out arising from your instruction.

- 3.6 We have the right to require confirmation in writing of any transaction from you.
- 3.7 Any instruction given will be carried out in the normal course of business. We do not warrant that any instruction will be carried out within a particular time period or in any particular order. In addition to any other provisions set out in these Terms of Use, we will not be liable to you if you:
- fail to comply with these Terms of Use,
 - fail to take precautions when using the internet to access your account, or
 - disregard the security measures which you must or ought reasonably to take.
- 3.8 We may at any time, in our sole and absolute discretion, invalidate your username and password (if any) without prior notice to you or prior approval by you. We shall not be liable or responsible for any loss or damage suffered by or caused to you or arising out of or connected or by reason of such invalidation.

4. Account and Security

- 4.1 In order to obtain certain services and features of our Platform, you will be required to register and create an account with us on the Platform.
- 4.2 For creation of an account with us on our Platform, you must be human and be age 18 or older. We do not permit accounts registered by bots or other automated methods.
- 4.3 You are 18 years of age or over and have full capacity to accept the Terms Of Use and enter any transaction available through the Platform. Upon request, you shall provide a valid email address, a password, and answers to security questions (or any other information we may request in order to establish the appropriate Access Methods), which are necessary for you to gain access to restricted areas of the Platform.
- 4.4 We may require additional information, confirmation or declaration from you each time you access the Platform or certain parts or areas of the Platform, and you shall provide such information, confirmation or declaration promptly. You represent and warrant that each information, confirmation or declaration you provide to us is accurate, true and complete, and not misleading in any material particular.
- 4.5 You must not allow any other person to use your account to access the platforms. You must not use any other person's ID, password or account to access the platforms. You

must notify us in writing immediately if you become aware of any unauthorised use of your account.

- 4.6 We may monitor all your access to and use of Platforms so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.
- 4.7 You are responsible for keeping your account secure while you use our platforms, and you accept full responsibility for protecting the confidentiality of your account information and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.
- 4.8 You agree to notify us in writing immediately if you become aware of any unauthorised use of your account or password, or any other breach of security.
- 4.9 You may be held responsible and liable for losses incurred by us or any other user or visitor of the platforms due to someone else using your account ID, password or account as a result of your failing to keep your account information secure and confidential.
- 4.10 We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.
- 4.11 We reserve the right to restrict, temporarily or permanently, the operation of the Platforms at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:
 - (a) you have breached the terms of this Platform Terms of Use;
 - (b) you are using the Platform in a manner that may cause us to breach applicable laws, have legal liability or disrupt others' use of the Platform;
 - (c) you are using the Platform for any illegal activities or where we have reasonable suspicion that you may be doing so;
 - (d) we become aware or suspect that your Access Methods are stolen, lost, damaged or compromised;
 - (e) we become aware or suspect that the person logged into using your Access Methods is not you,
 - (f) we are required to do so by applicable laws or pursuant to a request by any government or regulatory body;
 - (g) scheduled downtime or recurring downtime;

- (h) a Force Majeure Event;
- (i) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;
- (j) you modify, adapt or reverse engineer the Platform or any part thereof; or
- (k) you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform.

4.12 For the purpose of section 4.11 of this Terms of Use, "Force Majeure Event" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Terms of Use, including the offering of the Platform thereto, including, without limitation:

- (a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (b) terrorist attacks, civil war, civil commotions or riots;
- (c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;
- (d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
- (e) fire, explosion or accidental damage;
- (f) collapse of building structures or failure of plant machinery, computers or vehicles;
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water; or
- (h) any labour disputes, including but not limited to strikes, industrial action or lockouts;

4.13 For the avoidance of doubt, we shall not be in breach of this Terms of Use, nor liable for any failure or delay in the performance of any other obligations under this Terms of Use arising from or attributable to any of the circumstances giving rise to a right to termination under section 4.11 of this Terms of Use.

- 4.14 You may cancel your account on our Platform, subject to the PSC Holder Agreement. We are not able to cancel your account in response to an email or phone request.
- 4.15 We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but subject to any applicable legal requirements.

5. Usage Standard

5.1 You may:

- view pages and content from our Platform;
- download content from our Platform for offline use, subject to storage limitations;
- print or screenshot pages and content from our Platform for your own personal and non-commercial use, providing that such printing is not systematic or excessive;
- stream audio and video files from our Platform;
- use the services of our Platform, subject to the other provisions of these Terms of Agreement,

subject to the other provisions of these Terms of Use.

5.2 We may make downloadable Content available on our Platform. In addition to the rights granted above, you may redistribute print and electronic copies of downloadable Content, providing that copies of downloadable Content must not be edited or amended in any way and must retain:

- the name of our business;
- any disclaimers, copyright notices and other legal notices; and
- any authorial credits.

5.3 Except as expressly permitted above or the other provisions of these Terms of Use, you must not download any material from our Platform or save any such material to your device.

5.4 Unless you own or control the relevant rights in the material, you must not:

- republish material from our Platform (including republication on another platforms);
- sell, rent or sub-license material from our Platform;
- show any material from our Platform in public;
- exploit material from our Platform for a commercial purpose; or
- redistribute material from our Platform, save to the extent expressly permitted by these Terms of Use.

5.5 You must not:

- use our Platform and its Content in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- use this Platform and its Content in any way that infringes, or in connection with any infringement of the legal rights and interests of Urby or any third party.
- use our Platform and its Content in any way or take any action that causes, or may cause, damage to the platforms or impairment of the performance, availability, accessibility, integrity or security of the platforms.
- hack or otherwise tamper with our Platform and its Content.
- gain unauthorized access to any portion of this Platform and its Content, or to any of the services offered on or through the platforms, or to any other systems or networks connected to any of our server.
- obtain, or attempt to obtain, any Content through any means not purposely available through this Platform or use any manual or automatic process, device, program, algorithm, or methods to access, obtain, copy, or monitor any portion or content of this Platform.
- probe, scan or test the vulnerability of our Platform without our permission.
- circumvent any authentication or security systems or processes on or relating to our Platform.
- use our Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- impose an unreasonably large load on our Platform resources (including infrastructure, system, network, bandwidth, storage capacity and processing capacity).
- decrypt or decipher any communications sent by or to our Platform without our permission.
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Platform without our express written consent.
- reverse lookup, trace, or attempt to trace any information of any other users or visitors of this Platform or exploit or reveal any Content, information or services offered on or through this Platform.
- access or otherwise interact with our Platform using any robot, spider or other automated means.
- violate the directives set out in the robots.txt file for our Platform.
- use data collected from our platforms for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

- do anything that interferes with the normal use of our platforms.
- 5.6 When using these Platform and its content, you agree to comply with applicable laws and obey social ethics. You shall not use the Platform and its Content in any way to produce, read, copy, or disseminate any information that is illegal, to infringe on any other person's rights, or to disturb the social order and undermine social stability.
- 5.7 You shall not use the Platform and its content to engage in any activity that endangers cyber security and any computer system.
- 5.8 We reserve the right to suspend or restrict access to our Platform, to areas of our platforms and or to functionality upon our Platform. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the platforms.
- 5.9 All information available on these platforms are at all times protected by copyright, trademarks, service mark and any other applicable intellectual property or proprietary rights, all of which are the property of Urby and where applicable, third-party proprietors. Without our prior written consent or the prior written consent of the related third-party proprietors, any content on the Platform shall not be reproduced, modified, promoted, distributed, photocopied, played, disassembled, reverse engineered, decompiled, linked or transmitted with hyperlinks, loaded into other servers in "mirroring method", stored in information retrieval system, or otherwise used for any other purpose by any person by any means.
- 5.10 You cannot without our permission insert a hyperlink to the Platform on any other platforms, frame or "mirror" any material contained on these platforms on any other server.
- 5.11 Except as provided in these Terms of Use, no right or license is given to any party accessing the Platform to download, reproduce or use in any way any of Urby's intellectual property.
- 5.12 All trademarks and logos displayed, mentioned or otherwise used in these platforms are property of Urby or its licensors as stated if applicable. You are not permitted to use any of these trademarks or logos in any way without explicit prior written permission from Urby or such licensors as applicable.

6. User Generated Content

- 6.1 You may upload content ("User-Generated Content") while using our Services.

- 6.2 You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you furnish, upload, link to or otherwise make available through our Services, regardless of the form of such content.
- 6.3 We reserve the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any applicable laws, these Terms of Use or policies.
- 6.4 You retain ownership of and responsibility for your content. If you furnish any information that you did not create yourself or do not own the rights to, you agree that you are responsible for such content you furnish, upload, link to or otherwise make available through our Services.
- 6.5 In relation to your content, you agree to grant us licence and rights to use, store, archive, parse, share and process your content, and make copies, as necessary to provide the Services. The licenses you grant to us will end when you remove your content from our servers.
- 6.6 We do not sell your content.
- 6.7 We do not share and process your content outside of our provision of the Services, except expressly provided by these Terms of Use, our Privacy Notice or other terms and policies.

7. Privacy

- 7.1 Our Privacy Notice applies to use of the Platform, and its terms are made part of these Terms of Use by this reference.
- 7.2 It should be noted that the network link and data transmitted between yourself, and the Platform are neither completely safe nor secure, and it is possible that information and data you send to the Platform could be intercepted by others. By using these Platform, you acknowledge and agree that the internet transmissions are never completely safe or secure. You understand that any information and data you send to the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 7.3 By using the Platform, you agree that we can use your information in accordance with the Privacy Notice. We may use any ideas, concepts, know-how, or techniques contained in any communication you send to us through the Platform or by any other means for any purpose whatsoever, including developing and marketing products. You waive all applicable rights you may have in any information (other than the personal data) you provide to us through the Platform.

8. External Links

- 8.1 Where we provide hypertext links to other locations in these platforms, such is done for convenience to our visitors, and for information purposes only.
- 8.2 Those services are not controlled by us and they are provided for your own convenience only and we are not responsible for their use, effect or content.
- 8.3 We make no representations, warranties as to, and accept no responsibility for the accuracy of the information on those services. We are not responsible for the content of any other services or extracts from links or pages linked to or linking to the Platform.
- 8.4 Following links to any other services or pages shall be at your own risk and we shall not be responsible or liable for any damages or in any other way in connection with linking.

9. Disclaimer of Warranties and Limitation of Liabilities

- 9.1 URBY DOES NOT PROMISE THAT THE PLATFORM OR ANY CONTENT, SERVICE OR FEATURE OF THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE PLATFORM WILL PROVIDE SPECIFIC RESULTS. THE PLATFORM AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE PLATFORM IS SUBJECT TO CHANGE WITHOUT NOTICE. URBY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE PLATFORM WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. URBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. URBY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM AND/OR ANY OF OUR SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY LINKED SITES. SHOULD YOU FEEL DISSATISFIED WITH ALL OR ANY PART OF THESE PLATFORM, YOU ONLY COURSE OF REMEDIAL ACTION IS TO STOP USING ALL OR PART OF THE PLATFORM, AS LIMITATION OF REMEDIES CONSTITUTES PART OF YOUR AGREEMENT WITH US WITH REGARD TO USAGE OF THESE PLATFORM.
- 9.2 The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

9.3 Urby reserves the right to perform the following action at any time, without notice:

- (1) to modify, suspend or terminate operation of or access to all or part of these Platform, for any reason;
- (2) to modify or change all or part of these Platform as well as any applicable policies or terms; and
- (3) to interrupt the operation of all or part of the Platform, for the purposes of performing routine or non-routine maintenance, error correction, or other changes.

10. Limitation of Liability

10.1 Except where prohibited by law, in no event will Urby be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Urby has been advised of the possibility of such damages.

11. Indemnity

11.1 You hereby agree to fully indemnify, defend and hold harmless Urby, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims, or expenses (including legal fee on a solicitors-client basis), made against Urby by any third party due to or arising out of or in connection with your use of the Platform.

12. Breach of these Terms of Use

12.1 Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, or if we reasonably suspect that you have breached these Terms of Use, you agree that we may:

- (a) temporarily suspend your access to our Platform;
- (b) permanently prohibit you from accessing our Platform;
- (c) block computers using your IP address from accessing our Platform;
- (d) contact any or all of your internet service providers and request that they block your access to our Platform;
- (e) commence legal action against you, whether for breach of contract or otherwise; and/or
- (f) suspend or delete your account on our Platform.

- 12.2 Where we suspend or prohibit or block your access to our Platform or a part of our Platform, you must not take any action to circumvent such suspension or prohibition or blocking including without limitation creating and/or using a different account.
- 12.3 You agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.
- 12.4 You agree that we may, in its sole discretion and without prior notice, terminate your access to the platforms, for cause, which includes but is not limited to:
- (1) in response to the requests by law enforcement or other government agencies,
 - (2) in response to your request,
 - (3) discontinuance or material modification of the platforms or any service offered on or through the platforms, or
 - (4) unexpected technical issues or problems.
- 12.5 If we take any legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay all reasonable legal fees and costs of such action, in addition to any other relief granted to us.
- 12.6 You agree that we will not be liable to you or to any third party for termination of your access to the platforms as a result of any violation of these Terms of Use.

13. Applicable Laws and Jurisdiction

- 13.1 You agree that all matters relating to your access to or use of the platforms, including all disputes, will be governed by the laws of Malaysia and to the exclusive jurisdiction of the courts of Malaysia.
- 13.2 Should any dispute arise between us and you arising out of or in connection with your use of the Platform, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If parties are unable to resolve any such dispute within a reasonable time, either party may submit such dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under the applicable laws.
- 13.3 We administer, operate and manage the Platform from Malaysia. Though the Platform can be accessed from anywhere in the world, the availability of the functions, products

and services mentioned, supplied, and provided through or on the Platform may vary by country or region.

- 13.4 We reserve the right to limit, in our sole discretion, the provision and quantity of any function, feature, product or service to any person or geographic area. Any offer for any function, feature, product or service made on the Platform is void where prohibited. If you choose to visit the Platform from countries or regions outside Malaysia, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

14. Miscellaneous

- 14.1 These Terms of Use constitute the entire agreement between you and Urby with regard to your use of the Platform and replace any and all other prior written or oral agreements between you and Urby with regard to your use of these Platform.
- 14.2 If any part of these Terms of Use is determined by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, without invalidating any other provisions of these Terms of Use.
- 14.3 If Urby fails to enforce strict performance of these Terms of Use, this should not be deemed as a waiver on the part of Urby of any rights pertaining to the enforcement of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

15. Information and Feedback

- 15.1 These platforms is owned and operated by **Urban NX Sdn Bhd** and our registered office is at Common Ground PJ, G. 016, Ground Floor & 1.013 First Floor, The Square, Jaya One, 72A, Jalan Prof DiRaja Ungku Aziz, Seksyen 13, 46200 Petaling Jaya, Selangor, Malaysia.
- 15.2 You can contact us by email, using support@urby.ai.
- 15.3 Any feedback you provide on these platforms shall be deemed to be non-confidential. We reserve the right to freely use this information without limitation.