

WEBSITE TERMS OF USE

1. ACCESSING THE WEBSITE

- a. These Website Terms of Use (“Terms of Use”) are applicable to Praise Million Sdn.Bhd.’s website <https://praisemillion.com.my> (the “Website”) in respect to online auction/bidding and/or any other transaction and/or services conducted on or in connection with the Website (the “Service”)
- b. You and your heirs and representatives (collectively refer to as, “you” or “User”) and Praise Million Sdn. Bhd. (company no. 618267-D) (refer as “PMSB”, “we”, “our”, or “us”).
- c. By accessing to and/or using the Website, you are acknowledging that you have read, understood, agreed and accepted WITHOUT LIMITATION OR QUALIFICATION, to be fully bound by, and to comply with all the terms and conditions, notices contained herein and otherwise posted on the Website (the content of such Terms of Use, together with all the terms, all such additional conditions and notices are collectively referred herein as the “Terms of Use”). Any individual and/or person who accesses and/or uses the Website shall be referred to as “User” hereinafter. Any individual and/or person or corporate body or institution or organisation that signs up as a member of the Website shall be referred to as “Member” hereinafter.
- d. The online bidders are solely responsible to ensure that the internet access is in good and stable condition during the process of online auction is being conducted. Unsatisfactory internet access and/or unstable internet connection may cause disruption to the bids made by the online bidders.
- e. **PMSB**, its employee(s) and/or its representative(s) and/or its servant(s) and/or agent(s) shall not in any way be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any internet connection disruptions that may occur during the process of public online auction caused by any means whatsoever and shall not in any way guarantee any continual, uninterrupted or error free Service or use of the Website.

You are solely responsible for making all necessary arrangements for you to have access to the Website. You are also solely responsible for ensuring that all persons accessing the Website via/through your internet connection are aware of these Terms of Use and that they comply with them fully.

2. MODIFICATION

PMSB reserves the absolute right to periodically add, modify, and/or delete any terms and conditions applicable to your use of the Website, and such additions, modifications and/or deletions shall be binding upon you. It is your responsibility to periodically review any and all changes made to these Terms of Use prior to each use and/or access of this Website. By using and/or accessing to this Website, you agree in advance to accept any such changes.

3. USE OF WEBSITE

PMSB shall not in any way be liable for any information, text, graphics, logos, photographs, images, sound, illustrations and any other materials (the “Contents”) or for any loss or damage of any kind resulting from the use of any Contents transmitted via the Website and you agree to bear all risks associated and/or in connection with the use of any Content, including but not limited to reliance on the accuracy or completeness of such Contents.

Commentary and any other materials posted on the Website shall not in any way intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed by any User of the Website or anyone who may be informed of any of its contents.

As a condition of your use and/or access of the Website, you warrant that you will not:

- a) Use the Website for any purpose that is unlawful or violate any applicable laws and/or regulations or is prohibited by the Terms of Use;
- b) Use the Website in any manner that could damage, disable, overburden or impair the Website;
- c) Use any device, software or routine to interfere or attempt to interfere with the proper working of PMSB and/or the Website and/or any PMSB software, hardware and/or equipment;
- d) Take any action that imposes an unreasonable or disproportionately large load on PMSB infrastructure;
- e) Interfere with or disrupt any computer networks involved in the provision of the Website;
- f) Transmit any viruses or other code, files, or programs that may damage, disrupt or interfere with the operation of PMSB and/or the Services and/or any other aspect of the Website;
- g) Interfere with any party’s legitimate use of the Website;

- h) Use the Website in such a way as to gain unauthorized, illegal access to the Website or the computer systems of others;
- i) Use any robot, spider, other automatic device, or manual process to monitor or copy the Website and/or the content contained herein without our prior express written consent/permission/approval;
- j) Copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Website without prior express written consent/permission/approval of PMSB;
- k) Use part of the Website on any other website or link to the Website without our prior written consent, except that you may link to the Website, provided always that you do not misrepresent your involvement with the Website and/or PMSB and that you do nothing in our opinion that may bring the Website and/or PMSB into disrepute or in our sole discretion is detrimental to the Service and/or PMSB.

We update our Website regularly and therefore we may change, amend and/or modify the Contents at any time from time to time. If the need arises, we reserve the absolute right and have the option to suspend the Website or to close it indefinitely.

4. SUSPENSION OF MEMBERSHIP

Without limiting any other rights and remedies available to **PMSB**, **PMSB** reserves the absolute right in its sole discretion to limit the User(s)' activities on the Website, warn other Members and/or Users of your actions, issue a warning to you, suspend and/or terminate your membership if you breach these Terms of Use or where **PMSB** considers it appropriate.

5. INTELLECTUAL PROPERTY

You hereby acknowledge and agree that **PMSB**, the Website, and any software and information used in connection therewith contain proprietary and confidential information that may be protected by applicable intellectual property and other laws and regulations. You further acknowledge and agree that any content contained on the Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights. You hereby agree to abide by all applicable intellectual property laws and other laws and regulations. You agree not to copy, reproduce, republish or redistribute in any way any software and/or information, content found on the Website, or otherwise use any such software or content/information except in connection with the Services provided by **PMSB**.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify us immediately.

6. JURISDICTION AND APPLICABLE LAWS/REGULATIONS

- a. You shall comply with all applicable domestic and/or international laws, ordinances and regulations (including but not limited to intellectual property rights) regarding your access and/or use of the Website and/or our Services and your bidding online and purchasing of any properties through our Services.
- b. By registering as an online bidder of the Website and/or entering a bid in the online auction or other means, you are deemed to have read and understood the laws and rules regulating auctions in the country/state/regions.
- c. The access of and/or usage of the Website with the Terms of Use hereof shall be governed by and construed in accordance with the laws and regulations of Malaysia and/or Sarawak where applicable and shall be subjected to the exclusive jurisdiction of the Courts in Sarawak.
- d. We make no representations that the content of the Website is suitable for any particular purpose and/or audience and that the viewing and downloading of any part of our Website is legal and legitimate in any country other than Malaysia. If you have accessed the Website from outside Malaysia, it is your sole responsibility to ensure that you are in compliance with the applicable laws and/or regulations of your jurisdiction.

7. SPECIAL ADMONITION FOR INTERNATIONAL USER

Recognising the global nature of the internet, you agree to comply with all applicable national rules regarding online conduct and acceptable contents. Specifically, you agree to comply with all applicable laws and/or regulations regarding the transmission of technical data from Malaysia or the country in which you reside.

8. DISCLAIMER OF WARRANTIES

IN ADDITION TO THE DISCLAIMERS THAT APPLY TO THE REGISTERED MEMBER/BIDDERS WHO ARE SUBJECT TO THE RESPECTIVE SELLER'S **ONLINE BIDDING TERMS AND CONDITIONS**, YOU AGREE THAT YOUR USE OF THE PUBLICLY AVAILABLE PORTION OF THE WEBSITE IS SOLELY AT YOUR OWN RISK AND ACKNOWLEDGE THAT ALL INFORMATION CONTAINED IN THE

PUBLICLY AVAILABLE PORTION OF THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND THAT **PMSB**, ITS EMPLOYEE(S), SERVANT(S) AND/OR REPRESENTATIVE(S) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU AGREE THAT **PMSB** SHALL HAVE THE ABSOLUTE RIGHT TO CHANGE THE CONTENT AND/OR TECHNICAL SPECIFICATIONS OF ANY ASPECT OF THE WEBSITE AT ANY TIME IN OUR SOLE DISCRETION. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

You further expressly agree that the Website and/or **PMSB** makes no representation or warranty whatsoever that:

- a) the Service will meet your standard/requirements;
- b) the results that may be obtained from the use of the Service and/or Information/content/advertisement contained herein, distributed through, linked, downloaded or access from or through the Website will be accurate and/or reliable;
- c) any error in the software will be corrected/rectified in a timely manner;
- d) the accuracy of listing of the property(ies) during auction;
- e) the accuracy and actual condition of the property(ies) nor the particulars of such property(ies);
- f) the accuracy and completeness of the content of the materials herein provided;
- g) advice or information, whether oral or written, obtained by Users from the Website, **PMSB** and its employee(s), agents, servant(s) and/or representative(s) shall create any warranty not expressly stated in the Terms of Use; and
- h) the photographs shown herein are solely for general identification and information, the Website and/or **PMSB** make no representation or warranty as to the accuracy or actual condition of the property(ies) nor to the address, particulars/description of the property, reserve price, restrictions etc.

All prospective bidders shall take note that any property(ies) listed as available for auction sale herein is subject to the terms and conditions of sale of the specific property and any of the

property(ies) may at any time be withdrawn from the auction sale without any prior notice given and for any reason whatsoever. PMSB, its employee(s), agent(s), servant(s) and/or agent(s) as well as the Website under no circumstance shall be held liable for such withdrawal. The aforementioned disclaimers shall be enforceable to the fullest extent permissible by applicable laws and regulations.

9. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS THAT APPLY TO REGISTERED MEMBERS /BIDDERS WHO ARE SUBJECT TO THE ***ONLINE BIDDING TERMS AND CONDITIONS***, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL **PMSB**, ITS EMPLOYEE(S), AGENT(S), SERVANT(S) AND/OR REPRESENTATIVE(S) BE LIABLE TO YOU OR ANY THRID PARTY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL,SPECIAL PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, DUE TO, IN CONNECTION WITH USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE IN CONNECTION WITH YOUR USE OF THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY IN CONNECTION WITH THE SERVICES FOR DAMAGES, WILL NOT BE GREATER THAN MALAYSIA RINGGIT ONE HUNDRED.

10. INDEMNIFICATION

- a. In addition to the indemnification obligations that apply to registered Member/Bidders who are subject to the ***Online Bidding Terms and Conditions***, you agree to defend, indemnify and hold harmless **PMSB** and its employees, agents and the **Sellers/Legal Owner/Bank**, from any losses, liabilities, damages and expenses relating to any claim or demand made by any third party arising out of or relating to your access to or use of the Website, your breach of any applicable laws or of these Terms of Use or the legal and/or equitable right of any third Party.

- b. The Users accepts responsibility for and agrees to indemnify, defend and hold harmless each seller/**Legal Owner/Bank, PMSB** and their employees, officers, owners, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses related to, arising from or associated with the User's, his agents or representatives, use of the Website, the material (including but not limited to software) and/or the Service and/or violation of applicable laws and regulations and/or of legal and/or equitable rights of any third party.

11. PRIVACY POLICY

All Users of the Website shall be subject to **PMSB *Privacy Policy***.

12. COMPENSATION

You agree that you will only use the Website in accordance with the terms and conditions set out in the Terms of Use. You shall compensate us in full for any losses/ damages or costs (including but not limited to legal fees) we incur due to/ arising from/ in connection with any breach by you of the Terms of Use.

13. MISCELLANEOUS

- a) Headings have been included for convenience only and will not be used in construing any provision of the Terms of Use
- b) No delay or failure by **PMSB** to exercise any powers, rights or remedies under the Terms of Use will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them
- c) If any provision of the Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Terms of Use and all provisions not affected by such validity or unenforceability shall remain in full force and effect.
- d) The Website may contain links to third-party websites that are maintained by others. These links are provided solely as a convenience to you and shall not in any way be deemed as an endorsement by **PMSB** of the contents of such third-party websites. **PMSB** shall not be responsible for the content of linked third-party sites and does not in any way make any

representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

- e) If you violate any provision of the Terms of Use, your permission to use the Website will be automatically terminated and you must immediately destroy any copies you have made of the Website and/or Services. **PMSB** reserves the right, in its sole discretion, to expel your Membership and prevent you further access to the Website and/or **PMSB** for breaching any provision under the Terms of Use or any law.
- f) In the event there is any discrepancy, misstatement or error arising in translations of the Terms of Use to any other language(s), the Terms of Use in the English Language version shall prevail.

14. NOTICES

Except as otherwise stated, any notices that you wish to send to us should be e-mailed to member@praisemillion.com.my. Any notices that We may wish to draw to your attention will be displayed on the Website.

Notices shall only be deemed received upon confirmation of complete receipt being given by us.

15. YOUR CONCERNS

If you have any concern with regards to the content and/or material which appears on the Website please contact member@praisemillion.com.my or 082-349069 / 012-8786966 ..

Thank you for visiting the website.