



TERMS OF SERVICE

FOR MORTGAGE OPTIMISATION PLAN 360 (“MOP360”) USER

Last updated: July 1, 2023

Your access/use of this website, mobile site, microsite or mobile application (including such products/services as may be made available on and/or through the websites, mobile sites, microsities or mobile applications by ProppyApp Co.)(collectively, the “**Platforms**”) are subject to the [Terms of Use](#) and our [Privacy Policy](#), including any amendments thereto which ProppyApp Co., at its sole discretion, may make from time to time.

ProppyApp Co. reserves the right at any time, to change, modify or discontinue any aspect or feature of the Platforms, including, without limitation the contents, data, and availability. You are advised to refer to these Terms each time you access/use the Platforms to ascertain and understand any additions, deletions, modifications, revisions and/or variations that may be made to these Terms from time to time, and you shall be deemed to have read, understood and accepted these Terms, including such additions, deletions, modifications, revisions and/or variations each time you access/use the Platforms.

If you do not agree to any of the Terms of Use and/or Privacy Policy, you shall immediately cease your access/use of the Platforms.

1. ProppyApp Co.

- 1.1 The Platforms are developed, owned, managed and operated by **ProppyApp Sdn. Bhd.** (Reg. No. 202101010561 (1410860-H) (“**ProppyApp Co.**”) and/or its approved third-party vendors.
- 1.2 The Platforms are created with the intention of utilising and capitalising on the latest technologies to revolutionise the way we sell, buy, list, invest and manage our properties. Our aim is to provide a safe, trustworthy and credible platform for the property, real estate and its related services and industries to communicate, transact and do business effectively, taking that technological quantum leap into the future.
- 1.3 These Terms of Service (“**TOS**”) shall cover your access/use to our feature in the Mortgage Butler services in the Platforms. We will be reviewing the repayment of your loan facility based on your input of some essential information as required in order for us to generate a basic diagnosis report, after which we shall render our advice to you based on three (3) different plans, namely: (i) Save 30%; (ii) Save 50%; (iii) Save 75% Mortgage Optimisation Plan 360 (collectively, “**MOP360 Services**”) for which you have opted for with a fee. Provision of the MOP360 Services to you shall be in the form of a monthly/periodically/yearly report (whichever is applicable) (“**MOP360 Report**”) to be furnished to you from time to time.

2. Definitions

- 2.1 References to “**you**”, “**your**” or “**yours**” refer to any person using the Platforms. References to “**we**”, “**us**” or “**our**” refer collectively to ProppyApp Co.

3. Acceptance

- 3.1 These TOS constitute a legally binding agreement between you and ProppyApp Co. Your access/use of the MOP360 Services constitutes your acceptance of these TOS.

4. MOP360 User

- 4.1 Your access/use of the MOP360 Services requires a registration process. In such cases where registration is required for the MOP360 Services, you are identified as a “**MOP360 User**”.



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- 4.2 When you register as a MOP360 User, we will ask you to provide your personal information including, without limitation your name, address, identity card number, passport number, date of birth, gender, mobile phone number, a valid email address, and a unique password. To subscribe to MOP360 Services, further information is required, specifically related to the loan facility obtained from banks, including, without limitation your occupation, industry, bank name, loan type, loan account no., property address, property type, original loan amount, original loan tenure, original monthly payment, balance loan amount, balance tenure, the interest rate payable, interest type, next payment date, etc. in order for ProppyApp Co. to generate a diagnosis form for the MOP360 User, and depending on which payment method you opt for, you may need to provide us with your debit card, credit card or account details.
- 4.3 Upon the completion of the applicable registration process, you, as a MOP360 User, agree as follows: -
- (i) you shall be responsible for the confidentiality of the user account established for you, including the user ID and password assigned to and/or created for the user account;
 - (ii) you shall be responsible for all the access/use of the contents of your user account;
 - (iii) you, as a MOP360 User, may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer a user account, ID or password to a third-party without the prior consent of ProppyApp Co. ProppyApp Co. may suspend or terminate the account of a MOP360 User or the transferee of a MOP360 User in the event of a sale, offer to sell, gift, assignment or transfer in violation of this section;
 - (iv) ProppyApp Co. reserves its right to suspend or terminate a MOP360 User's account at any time; and
 - (v) ProppyApp Co. shall also reserve the right to refuse registration and deny the issuance of an account and/or any other related account and associated user ID and password to any user for any reason whatsoever.
- 4.4 Save for cases of fraud or abuse which are not your fault, you accept that all use of the MOP360 Services placed under your MOP360 User account is your sole responsibility.
- 4.5 If you wish to delete your user account, please send us an email requesting the same. We may restrict, suspend or terminate your user account and/or use of the MOP360 Services if we reasonably believe that:
- (i) someone other than you is using your user account; or
 - (ii) where you are suspected or discovered to have been involved in any activity or conduct that is in breach of these TOS or involved in activity or conduct which we deem in our sole discretion to be an abuse of the Platforms.
- 5. Accuracy of Information**
- 5.1 You shall submit a fully completed list of information and executed form, accompanied by the relevant supporting documents where they are specifically sought and you may attach other relevant supporting documents where it is necessary to explain or clarify any of the information to be submitted to us ("**Supporting Documents**") (Terms, Form and Supporting Documents shall collectively be referred to as "**Documents**").
- 5.2 You are required to fill in the Form fully and accurately. Failure to give full and accurate disclosure may result in us failing to provide you with the MOP360 Services. The provision of our MOP360 Services shall be based on the information provided by you in the Documents for the preparation of the MOP360 Report.
- 6. Payment, Taxes and Refund Policy**
- 6.1 You agree that you will pay for the MOP360 Services (including any taxes, as applicable) that may be accrued by you. The total price will include the price of the product plus any applicable Sales and Service Tax ("**SST**"). No users are eligible for tax exemptions. Additional fees, such as cross-border transaction fees, bank fees and credit card fees, may apply.
- 6.2 MOP360 User will be charged with a fee based on three (3) different plans, namely: (i) Save 30%; (ii) Save 50%; (iii) Save 75% MOP360 Services for which you have opted. The fee shall be fixed at one (1%) percent based on the first calculated amount as generated in the MOP360 Report for the monthly instalment



payment to service your loan facility, and the said fee will be automatically deducted from your credit card on a monthly recurring basis with effect from the date you first signed up as a MOP360 User.

- 6.3 The fee paid by you are strictly non-refundable save and except for unforeseen payment issues such as double payments.

7. Disclaimer

- 7.1 We will furnish you with the MOP360 Services based on the Documents provided by you to us and you shall ensure that your loan facility repayment is strictly adhered to in accordance with the advice rendered via the MOP360 Report so as to achieve the full optimisation plan, leading to a reduction of the loan facility repayment period and repayment sum as it is designed for. We shall not be held liable for any default and/or delay of your loan facility repayment in any circumstances.
- 7.2 The Platforms and/or the MOP360 Services, its content, and any related services are provided to the User on an “as is” basis.
- 7.3 ProppyApp Co. makes no representation or warranties of any kind, express or implied, in connection with the Platforms and/or the MOP360 Services, the content or any related services.
- 7.4 ProppyApp Co. will endeavor to make reasonable efforts to keep the functions in the Platforms and/or the MOP360 Services up to date, however, ProppyApp Co. makes no representations, warranties, or guarantees, whether express or implied, that functions in the Platforms and/or the MOP360 Services would be accurate, complete or up to date.
- 7.5 ProppyApp Co. shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Platforms and/or the MOP360 Services.
- 7.6 As a User, you agree that you shall bear all risk arising out of your use of the MOP360 Services or any other services provided by third-party business partner(s) and shall have no recourse against ProppyApp Co. in respect of the same.

8. Personal Data Protection

- 8.1 Your access/use of the MOP360 Services is subject to the Malaysia [Personal Data Protection Act 2010](#). Our [Privacy Policy](#) sets out the general terms in relation to the manner in which personal data is processed by ProppyApp Co.
- 8.2 If you do provide personal data to ProppyApp Co. by accessing/using the MOP360 Services, you shall be deemed to have agreed, accepted and consented to the processing of the personal data by ProppyApp Co. in the manner set out in the said Privacy Policy.

9. Term and Termination

- 9.1 The Term of you as a MOP360 User will commence from the date you submit the Documents to us and shall continue until the day you decide to stop using the MOP360 Services. We may terminate or suspend the MOP360 Services offered by us at any time, including in the event of your actual or suspected unauthorised use of the MOP360 Services and/or MOP360 Report. If we suspend your access to the MOP360 Services, you agree that ProppyApp Co. shall have no liability or responsibility to you and ProppyApp Co. will not refund any fee (if applicable) that you have paid.

10. Indemnity

- 10.1 You agree and acknowledge that your use of the MOP360 Services and/or the MOP360 Report prepared by us is based on the information provided by you in the Documents and you agree to defend, indemnify



(and keep fully indemnified) and hold ProppyApp Co., its subsidiaries, agents, directors, officers, employees and/or assignees, harmless from and against any claims, damages, costs, judgments, losses or expenses (including but not limited to loss of goodwill, reputation and legal costs on a solicitor and client basis) arising out of any breach by you of any of the TOS.

10.2 You further agree that ProppyApp Co. shall not be liable to you for any loss of profit, goodwill, business opportunity, anticipated savings, and credit rating or for any indirect or consequential loss or damage suffered or flowing from your use of our MOP360 Services and/or MOP360 Report.

11. Confidentiality

11.1 Each Party shall keep confidential and shall not disclose to any person or use directly or indirectly for its own or any other person's benefit (other than for the due performance by it of its obligations under these TOS), any Confidential Information disclosed, made available or otherwise provided to the receiving Party by or on behalf of the disclosing Party. Clause 11 shall not apply to any Confidential Information which at the time it is disclosed, made available or otherwise provided by the disclosing Party, is in the public domain and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the receiving Party.

11.2 The receiving Party may disclose Confidential Information to its directors, officers and/or employees to the extent that their duties will require them to have access to such Confidential Information and its external auditors, lawyers and professional advisors, and the receiving Party shall ensure that the persons to whom such disclosure is made are contractually bound by the provisions of this Clause 11.

11.3 These confidentiality obligations shall endure, even after the expiry or termination of the MOP360 Services and/or MOP360 Report, without limit in point of time except and until the Confidential Information enters the public domain.

12. Waiver and Severability

12.1 No failure or delay by ProppyApp Co. in exercising any right, power or remedy under these TOS shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by ProppyApp Co. of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of these TOS is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these TOS shall not be affected or impaired thereby.

13. Limitation of Liability

13.1 In no event shall ProppyApp Co. be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, without limitation to, negligence or otherwise) caused through the access/use, or the inability to access/use, of the MOP360 Services, the contents, data or third-party products/services.

13.2 Under no circumstances, including, without limitation to any negligence, shall ProppyApp Co. be liable for any indirect, special, consequential or incidental damages that result from the access/use of, or the inability to access/use the MOP360 Services, the contents, data or third-party products/services, even if ProppyApp Co., its directors, officers, employees, affiliates and agents have been advised of, or should have foreseen, the possibility of such damages.

14. Governing Law and Dispute Resolution

14.1 These TOS shall be governed by the laws of Malaysia, without regard to the choice or conflicts of law provisions of any jurisdiction.



14.2 Any disputes, actions, claims or causes of action arising out of or in connection with these TOS shall be referred to the Asian International Arbitration Centre (“**AIAC**”) in accordance with the AIAC Arbitration Rules as modified or amended from time to time (“**Rules**”) then in effect. The arbitration shall be conducted by a sole arbitrator, appointed by the Director of the AIAC in accordance with the Rules. The seat and venue of the arbitration shall be in Kuala Lumpur, Malaysia, in the English language. The arbitration award shall be final and binding on the parties thereto.

15. Miscellaneous

15.1 ProppyApp Co. retains the right, at any time and without any notice or cause, to discontinue the MOP360 Services, and/or any products/services made available on and/or through the Platforms.

15.2 These TOS will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

15.3 If any of the provisions of these TOS are deemed to be illegal, void or unenforceable for any reason, then such offending provision shall be deemed to be severed from these TOS and the remaining unaffected Terms shall remain in full force and effect. Any failure by ProppyApp to enforce any of these TOS shall not be deemed to be a waiver of any right to enforce any of such terms in the future.

15.4 MOP360 User who chooses to access/use the MOP360 Services from locations other than Malaysia shall do so on their own initiative and are personally responsible to comply with all applicable local laws affecting or being applicable to the particular user.

15.5 Should you wish to contact us for any queries, questions or concerns of these TOS, you may send an email to us at support@proppyapp.com.
