

Terms and Conditions of Sale

Subscriber Agreement

Interpretation

“HouzMAKEOVER”	means the operation of the HouzMAKEOVER platform by MHF Distribution Sdn. Bhd. (1144564-T), a company incorporated in Malaysia with its business address located at <Lot 48 & 49, Batu 4 ½, Jalan Genting Klang, 53300, Setapak, Kuala Lumpur.>
“Agreement”	means the Subscriber Agreement formed when a subscriber places an order on the HouzMAKEOVER platform to purchase a subscription
“AML Laws”	means any laws related to anti-money laundering (AML), know-your-customer (KYC), and/or anti-terrorism regulations
"Goods"	means the products and/or services offered for sale on the Platform, which may include the installation of the products or any associated parts
“Subscription”	means one of the multiple and uniform subscriptions, the quantity of which is determined solely at the discretion of HouzMAKEOVER and is generated following a successful order through the Payment System
“Nefarious Behaviour”	means any behavior carried out in bad faith, including but not limited to: (a) Unauthorized use of the Platform or Payment System; (b) Inappropriately benefiting from the Platform or Payment System; and (c) Involvement in fraudulent activities within or related to HouzMAKEOVER

“Online Payment Gateway Provider”	means the service provider (including, but not limited to GH System Bhd) responsible for operating, processing, and maintaining an online payment gateway connecting HouzMAKEOVER and the Banks. This gateway facilitates online payments made by Subscribers for the Goods available on the Platform
“Payment Method”	means the various ways in which Subscribers can pay for the Goods on the Platform, including, but not limited to, credit cards and debit cards
“Payment System”	means the system created by HouzMAKEOVER for the execution and management of an online payment solution. This system enables Subscribers to make payments for Deferred Payables via Subscription. It includes tasks such as conducting validation checks and assessments on Subscribers, managing accounts, and processing transactions and requests
“Platform”	means the online platform accessible via the URL link <HouzMAKEOVER website link> and/or mobile app. This is where HouzMAKEOVER may list Goods available for subscription under the Agreement, and Customers can purchase these goods through online services
“Return Policy”	means the terms and conditions established by HouzMAKEOVER for the return, replacement, and refund of Goods, which may be updated by HouzMAKEOVER periodically
"Subscriber"	means the individual who buys Goods and/or use Services on the Platform
“Services”	means the use of any services, information, and features provided by HouzMAKEOVER on the Platform.
“Terms & Conditions”	means these Terms and Conditions of Sale, as well as all other terms, conditions, and policies related to the use of the Platform and/or the Services.
"Writing"	includes electronic mail, facsimile transmission, and any similar means of communication.

1. In this Agreement, unless the context otherwise requires:

- References to persons include individuals, bodies corporate (wherever incorporated), incorporated associations, and partnerships.
- Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- References to times of the day are to local time in Malaysia unless otherwise stated.
- References to MYR or Ringgit Malaysia are to the lawful currency of Malaysia.
- Words in the singular number include the plural, and vice versa.
- Words in the masculine gender include the feminine and neuter genders, and vice versa.
- References to any agreement or document include that agreement or document as amended, varied, novated, supplemented, or replaced from time to time.
- Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be modified, consolidated, or re-enacted.

2. RECITALS

2.1 The Platform serves as a place where Goods can be sold between HouzMAKEOVER and the Subscriber (referred to collectively as the "Parties"). Subscribers have the option to purchase Goods listed exclusively by HouzMAKEOVER. These Goods are presented with detailed listings, which can be found on the respective webpage for each item.

2.2 When the Subscriber has placed an order on the Platform for the purchase of Goods sold by HouzMAKEOVER, and HouzMAKEOVER has accepted the order, it will result in the formation of an Agreement directly between the Subscriber and HouzMAKEOVER.

2.3 Any information presented on the Platform regarding the supply of Goods, such as drawings, photographs, images, or data related to appearance, performance, delivery, dimensions, weight, material consumption, operational costs, or any other information provided by HouzMAKEOVER through the Platform, is not considered binding. This information is provided for informational and illustrative purposes only. The Subscriber acknowledges that they should not depend on or make claims based on such representations or provided information.

2.4 HouzMAKEOVER will make reasonable efforts to provide accurate descriptions of the Goods to the Subscriber on the Platform. However, HouzMAKEOVER does not guarantee that these descriptions will always be up-to-date, error-free, or entirely accurate. If the Subscriber receives Goods that are substantially different from what was described on the Platform and what they ordered, Clause 7 will apply.

2.5 Any typographical or other errors or omissions in any invoice or other documents or information issued by HouzMAKEOVER on its website and/or mobile app may be corrected without HouzMAKEOVER incurring any liability.

3. ACCOUNT REGISTRATION

Subscriber must create an account on the Platform. The username and password (referred to as "ID") generated for the account are intended solely for the Subscriber's use. The Subscriber is prohibited from sharing its ID with any unauthorized third party unless prior written consent is obtained from HouzMAKEOVER. HouzMAKEOVER is not responsible for any losses, damages, issues, or problems arising from the unauthorized use, abuse, or misuse of the ID by the Subscriber or any third party due to such actions.

3.1 Subscriber Eligibility

register an account on HouzMAKEOVER, the Subscriber must meet the following eligibility criteria:

- must be an individual, not a company, partnership, or any other commercial or non-commercial entity.
- must be at least 18 years of age when placing an order for Goods.
- must possess a valid email address.
- must have a mobile phone number issued by a Malaysian telecommunications provider.
- Both the billing and delivery addresses of the Subscriber must be situated in Peninsular Malaysia.
- must possess a valid Credit Card or Debit Card that can be used for payments to HouzMAKEOVER.

3.2 Subscriber eligibility is assessed and determined each time the Subscriber places an order for Goods. HouzMAKEOVER retains the right to deny, suspend, or terminate the provision of Services to the Subscriber if they fail to meet the eligibility criteria outlined in Clause 3.1 at any point. In such cases, the Subscriber has no right to recourse or appeal against this decision.

3.3 HouzMAKEOVER may restrict Subscriber access to the Subscriber Account under the following circumstances:

- If Subscriber fails to pay any Subscription(s) by the Scheduled Due Date and within any accompanying grace period (where applicable), HouzMAKEOVER may suspend Subscriber from placing further Orders. In cases where Subscriber's outstanding Subscription to HouzMAKEOVER is referred to a third-party debt collection agency, access to Subscriber Account will be blocked; and
- When HouzMAKEOVER has a reasonable basis to suspect that Subscriber have engaged in any Nefarious Behavior within the Payment System, HouzMAKEOVER shall:
 - reserves the right to conduct investigations, with internal and external third-parties, to determine the extent and impact of the suspected Nefarious Behavior;
 - may seek Subscriber's cooperation and assistance in dealing with such activities;
 - may request immediate payment from Subscriber for all outstanding Subscriptions to HouzMAKEOVER for such Account(s);

- reserves the right to suspend any Account(s) associated with Subscriber until such time as such Nefarious Behavior is halted or restricted to the satisfaction of HouzMAKEOVER;
- reserves the right to temporarily suspend or permanently block Subscriber from using or participating in the Payment System;
- may, at its sole discretion, close any Account(s) whether associated with the suspected Nefarious Behavior or otherwise; and
- reserves the right to report such behavior to the relevant authorities.

3.4 HouzMAKEOVER may terminate and close the Subscriber's Account under the following circumstances:

- Without the Subscriber's consent or prior notice, if HouzMAKEOVER becomes aware that any Account associated with the Subscriber is being used by a third party or has been compromised in any way, whether as a result of the Subscriber's actions, inactions, or otherwise;
- If HouzMAKEOVER believes that the Subscriber is using the Payment System inappropriately, illegally, or in violation of these Terms and Conditions;
- In cases where the Subscriber has not paid the outstanding Subscriptions to HouzMAKEOVER, and this failure to pay persists despite the implementation of a suitable repayment plan;
- When the outstanding Subscriptions have been referred to a third-party agency for collection, and such collection has been carried out with limited or no success;
- When the outstanding Subscriptions have been referred to a Malaysian credit score authority for blacklisting.

3.5 Validations, Checks and Risk Assessments

In respect of any Order, HouzMAKEOVER will conduct the following checks and assessments:

- Real-time checks and validations on Subscriber eligibility; and
- An evaluation of the risks associated with the Products in the Order and the potential capability of Subscriber to repay the overall outstanding subscription.

HouzMAKEOVER will proceed with the Order if it is satisfied with Subscriber eligibility at the time of placing the Order.

3.6 Subscriber Obligation

Subscriber shall:

- use the Payment System following the operational procedures established by HouzMAKEOVER as they may change over time;
- keep contact details up to date;
- provide all information requested by HouzMAKEOVER in a timely and truthful manner;

- not to provide HouzMAKEOVER with any false, misleading, untrue, or inaccurate information, including any false identity claims;
- promptly inform HouzMAKEOVER of any actual or potential fraudulent activities involving payment method, permitting HouzMAKEOVER to share such information with third-party payment providers to reduce further fraudulent activities;
- assume full responsibility for any tax or additional fees resulting from use of the Payment System;
- take responsibility for the Account, its use, and its ongoing security. Do not allow unauthorized individuals or entities to access the Account unless required by law;
- do not use Account to purchase Products for third parties in order to receive further payments from them;
- use Account responsibly and lawfully, avoiding the procurement of any illegal or unlawful goods or services, or any actions that contravene AML Laws; and
- cooperate with HouzMAKEOVER, to the fullest extent permitted by law, in the event of an investigation conducted by HouzMAKEOVER, a third party, or any legal, governmental, or regulatory authority concerning any Orders, payments, or Account-related matters.

3.7 Credit Check

- Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, the Subscriber hereby fully consents to HouzMAKEOVER processing the Subscriber's personal data. The Subscriber authorizes HouzMAKEOVER and/or its agents and/or representatives to conduct necessary inspections and inquiries to verify the information provided to HouzMAKEOVER by the Subscriber from time to time.
- The Subscriber consents to HouzMAKEOVER disclosing relevant personal data and/or credit information of the Subscriber to any credit reporting agency and authorizes HouzMAKEOVER to receive the Subscriber's credit report from the credit reporting agency. The Subscriber agrees that such disclosure of information and obtaining of credit reports can be performed by HouzMAKEOVER at any time during and/or after the cessation of the relationship between HouzMAKEOVER and the Subscriber, including when there is any default/outstanding amount due to HouzMAKEOVER from the Subscriber.
- HouzMAKEOVER reserves all rights and is entitled to take necessary measures to recover any outstanding amount and/or payment(s) that are incurred from the Subscriber, including but not limited to third-party means such as CTOS, collection agencies, and legal proceedings to be taken against the Subscriber to recover such outstanding amounts when they remain in arrears for more than 30 days.
- The Subscriber hereby agrees and gives full consent to HouzMAKEOVER and appointed agents to collect and process the Subscriber's personal information for CTOS to conduct a credit check and disclose credit information, including CCRIS and DCHEQS, to HouzMAKEOVER. This information is used for credit assessment and

facilitating the outstanding Subscription recovery process whenever applicable, in accordance with HouzMAKEOVER's Privacy Policy.

4. ORDERS PLACEMENT

4.1 Subscriber shall buy the Goods presented on the Platform by submitting an electronic order. All purchases can be finalized by filling out the order form on the Platform.

4.2 Subscriber is responsible for ensuring the accuracy of their order placement. All orders placed are subject to the sole discretion of HouzMAKEOVER for acceptance. Once an order is accepted by HouzMAKEOVER, it becomes irrevocable and unconditional upon transmission through the Platform. HouzMAKEOVER has the right to process such orders without requiring additional consent from the Subscriber. However, Subscriber may request to withdraw or modify the order, and HouzMAKEOVER will make a commercially reasonable effort to accommodate such requests.

4.3 The Agreement is considered finalized when HouzMAKEOVER accepts the Subscriber's order and issues a Sales Order Confirmation Acknowledgment. HouzMAKEOVER reserves the right to refuse or cancel an order without providing reasons before issuing the confirmation acknowledgment. Prior to issuing a Sales Order Confirmation Acknowledgment, HouzMAKEOVER may request the Subscriber to provide contact and verification information, including but not limited to address and contact numbers.

4.4 Goods listed on the Platform can be exchanged within the HouzMAKEOVER Product and Package listings before the "Sales Submission" to our Transformers. The exchange value will adhere to the HouzMAKEOVER Product and Package Price List. Subscriber can swap one item from the subscribed package for another listed in the HouzMAKEOVER Product and Package listings. If the new item has a higher value, Subscriber will need to pay the price difference. HouzMAKEOVER will not provide a refund to the Subscriber if the Goods are exchanged for items with a lower value.

4.5 HouzMAKEOVER will not assist in sourcing products outside the HouzMAKEOVER Product and Package Listings. Subscriber is responsible for procuring the necessary products independently.

4.6 The Subscriber cannot change or cancel any finalized Agreement without prior written consent from HouzMAKEOVER. If such changes or cancellations are approved, the Subscriber must fully indemnify HouzMAKEOVER against all losses, including loss of profits, costs, damages, charges, and expenses resulting from the modification or cancellation.

5. PRICE

5.1 The price of the Goods is the one shown on the Platform when the Subscriber completes the order form. This price includes any relevant taxes, such as sales tax or value-added tax, which the Subscriber is responsible for paying in addition to the price (excluding delivery charges).

5.2 If any Goods are mispriced on the Platform, HouzMAKEOVER reserves the right to cancel the Agreement with three days' notice to inform the Subscriber of the cancellation. This can happen even if the Goods have already been dispatched or are in transit, or if payment has been charged to the Subscriber.

5.3 Additional add-ons can be quoted to Subscribers after they have subscribed to HouzMAKEOVER packages.

6. PAYMENT METHODS

6.1 All payments for purchases on the Platform must be made to HouzMAKEOVER. The Subscriber acknowledges that HouzMAKEOVER is authorized to collect payments from the Subscriber.

6.2 The Subscriber acknowledges that HouzMAKEOVER has established agreements with the Online Payment Gateway Provider ("iPay88") to offer payment facilities and services for the sale of Goods through the Platform. The Subscriber hereby agrees that all duties, obligations, responsibilities, and liabilities of HouzMAKEOVER outlined in these agreements (collectively referred to as "Payment Guidelines") shall equally apply to the Subscriber.

6.3 The terms and conditions relevant to each payment type, as specified by HouzMAKEOVER on the Platform, shall apply to the Agreement. The payment methods may also be governed by the following conditions:

- Credit Card

Credit card payments are facilitated through third-party payment channels, and the acceptance of specific types of credit cards may differ based on Subscriber's location. HouzMAKEOVER welcomes all 3D Secure-enabled MasterCard and Visa credit cards. It's important to be aware that additional fees may apply if the Subscriber uses a card issued outside of Malaysia due to foreign exchange rates.

- Debit Cards

HouzMAKEOVER accepts all Malaysian Visa and MasterCard debit cards, subject to bank availability. Industry-leading encryption standards are in place to protect all debit card numbers.

6.4 Subscriber shall not hold HouzMAKEOVER liable for any failure, disruption, or error in connection with the Subscriber's chosen payment method. HouzMAKEOVER reserves the right, at any time, to modify or discontinue, temporarily or permanently, any payment method without the need for further explanation or notice to the Subscriber.

6.5 If the Subscriber fails to make any payment or if a payment is canceled for any reason, without prejudice to any other rights or remedies available to HouzMAKEOVER, HouzMAKEOVER shall be entitled to: -

- rescind the Agreement until payment is made in full; and/or

- impose a one percent (1.0%) per month interest on the unpaid amount until full payment is made by the Subscriber.

6.6 Refunds for Goods will be determined in accordance with the Return Policy. The Subscriber acknowledges that HouzMAKEOVER reserves the right to modify the terms and conditions of this Return Policy from time to time. HouzMAKEOVER provides no guarantee regarding the timeliness of refunds, and the processing of payments may take time, subject to the internal timeline for payment processing.

6.7 All payments for purchased Goods must be made to HouzMAKEOVER using the payment methods available on the Platform. HouzMAKEOVER shall not be liable for any losses resulting from payments made through methods other than those provided on the Platform.

7. DELIVERY/PERFORMANCE

7.1 Subscriber is responsible for ensuring the accuracy of the delivery address when purchasing Goods on the Platform.

7.2 HouzMAKEOVER reserves the right to assign any or all of its obligations for the sale and delivery of the Goods to another party at any time, without prior notice to the Subscriber.

7.3 Stated delivery dates are approximations, and delays can occur. The precise timing of delivery or performance is not a critical factor. HouzMAKEOVER is not liable for delays in delivery or performance, regardless of the cause.

7.4 Changes to design, property layout, and Goods will not be accommodated after Subscribers have handed over keys to Transformers. Any additional add-ons after this point will result in extra service and logistic charges. Property layout plans will not be provided to Subscribers unless extra Goods add-ons are involved.

7.5 Subscribers are prohibited from visiting the renovation site during construction hours for their own safety. No other contractors are permitted on-site during these hours without prior consent from the HouzMAKEOVER Project Leader.

7.6 Should the Subscriber fail to provide access to the property within a reasonable timeframe, HouzMAKEOVER retains the right to terminate the Agreement, thereby forfeiting any deposits collected from the Subscriber. In the event that HouzMAKEOVER fails to deliver within the specified timeframe, the Subscriber has the option to terminate the Agreement and request a refund for any undelivered Goods.

7.7 If the Goods have been delivered to the Subscriber, even after the Subscriber has claimed refunds as outlined in Clause 7.4 above, the Subscriber must promptly notify HouzMAKEOVER of this situation. Ownership of the Goods shall not transfer to the Subscriber, and the Subscriber shall retain the Goods as a fiduciary agent and bailee on behalf of HouzMAKEOVER. The Subscriber must keep the Goods separate from their own possessions. HouzMAKEOVER is entitled to request the Subscriber to return the Goods to a location

designated by HouzMAKEOVER at any time. In case of non-compliance, HouzMAKEOVER reserves the right to initiate legal action against the Subscriber to enforce the return of the Goods and also reserves the right to pursue damages and all associated costs, including, but not limited to, legal fees, from the Subscriber.

7.8 If the Subscriber fails to take delivery of the Goods (except due to reasons beyond the Subscriber's reasonable control or due to HouzMAKEOVER's fault), then, without affecting any other rights or remedies available to HouzMAKEOVER, HouzMAKEOVER may choose to:

- sell the Goods at the best available price and provide an account to the Subscriber for any excess over the price specified in the Agreement, provided that the full price has been paid in cleared funds; or
- terminate the Agreement and seek damages.

7.9 HouzMAKEOVER reserves the right to continually enhance and update the products included in the offered packages. Our unwavering dedication to improvement may result in minor alterations to the actual products in our Showroom and Virtual Tour. These changes may include, but are not restricted to, decorative items, furniture color and design, and featured walls. However, all the elements promised in the package will be provided as committed, and the overall presentation and ambiance of the package will remain as intended.

8. RETURN, REPLACEMENT OR REFUND

8.1 The Goods sold on the Platform are subject to the Return Policy. Subscribers can initiate the returns process by contacting HouzMAKEOVER through the Platform. For more details, please refer to the [Returns and Refunds Policy](#).

8.2 Subscriber may, in the event of unsuccessful dispute resolution through amicable negotiations, contact HouzMAKEOVER directly via the Platform for any queries or complaints. HouzMAKEOVER reserves the right to propose and execute an appropriate resolution at its sole discretion.

9. GENERAL CAMPAIGN TERMS AND CONDITIONS

9.1 The Campaign Terms and Conditions ("Terms") of any ongoing or future campaigns conducted by HouzMAKEOVER shall be governed by Clause 9. Any mention of the Terms shall include both these core Terms and the specific terms and conditions of each individual campaign, unless explicitly stated otherwise. In the event of a conflict between these core Terms and the terms and conditions of any specific campaign, these core Terms shall take precedence.

9.2 Participation in any campaigns hosted by HouzMAKEOVER constitutes your agreement to be bound by these Terms, any other applicable terms and conditions, and all platform policies accessible at <HouzMAKEOVER website link>.

9.3 HouzMAKEOVER reserves the exclusive and unconditional rights to retract, modify, exclude, or alter any portion or the entirety of these Terms without prior notice to Subscriber. Subscriber is obliged to adhere to, execute, and adhere to the terms and conditions outlined herein, including any subsequent amendments.

9.4 HouzMAKEOVER reserves the right to take appropriate actions against any individual or entity engaging in any form of abuse of the campaign, including, but not limited to, engaging in suspicious activities or attempting to circumvent the terms and conditions outlined herein.

9.5 HouzMAKEOVER's determinations in all matters pertaining to the campaign are considered final and definitive. Further correspondence will not be considered.

9.6 HouzMAKEOVER shall not be held responsible for any claims, losses, or damages of any kind, including, but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages, or any other related claims, whether by individuals, entities, or third parties, arising from or in connection with the campaign.

9.7 Subscribers acknowledge and agree that HouzMAKEOVER reserves the right to disqualify any participation in the campaign if:

- Subscribers are discovered or suspected of interfering with the campaign's mechanics or its operation.
- Subscribers are discovered or suspected of engaging in fraudulent activities or other actions that are detrimental to the campaign.
- Subscribers are in violation of the Terms. Nevertheless, HouzMAKEOVER retains the right to disqualify the participation of any individual or entity in the campaign at its sole and absolute discretion without the need to provide any reasons.

9.8 HouzMAKEOVER assumes no responsibility if Subscribers are unable to participate in the campaign due to specific technical restrictions, other limitations, or circumstances beyond its control, including, but not limited to, regulatory or government directives, acts of God, strikes, accidents, terrorism, civil or military disturbances, natural disasters, utility interruptions, or malfunctions of communication or computer services (both software and hardware).

9.9 Unless specified otherwise in writing, products and/or services will be delivered to Subscribers within the timeframe outlined in the Subscription Agreement. It's important to note that all mentioned delivery dates are approximations. HouzMAKEOVER shall not, under any circumstances, be held responsible for any losses, damages, penalties, or expenses resulting from any failure to meet a delivery date.

9.10 This Terms may also exist in other languages. If any inconsistency, conflict, ambiguity, or discrepancy arises between the English version and other versions of this Terms, the English version shall take precedence.

9.11 In the event that any provision of these Terms is deemed invalid, illegal, or unenforceable under any applicable law or jurisdiction, such invalidity, illegality, or

unenforceability shall not impact any other term or provision of these Terms, nor shall it invalidate or render unenforceable such term or provision in any other jurisdiction. All remaining provisions of these Terms shall continue to be in full force and effect.

9.12 HouzMAKEOVER's failure to promptly enforce any of the terms and conditions outlined herein shall not be considered a waiver of any breach of these Terms by Subscriber.

10. RISK AND PROPERTY OF THE GOODS

10.1 Ownership of the Goods shall not transfer to the Subscriber until HouzMAKEOVER has received full payment in cleared funds for the price of the Goods and any other Goods that HouzMAKEOVER has agreed to sell to the Subscriber, and for which payment is currently due.

10.2 Until ownership of the Goods is transferred to the Subscriber, the Subscriber shall hold the Goods as a fiduciary agent and bailee, keeping the Goods separate from the Subscriber's own property.

10.3 The Subscriber is not authorized to pledge or use any of the Goods as security for any debts while the Goods are still the property of HouzMAKEOVER. If the Subscriber does so, all outstanding amounts owed to HouzMAKEOVER shall become immediately due and payable, without prejudice to any other rights or remedies held by HouzMAKEOVER.

10.4 The Subscriber shall indemnify HouzMAKEOVER against any losses, damages, costs, expenses, and legal fees incurred by HouzMAKEOVER in relation to the assertion and enforcement of its rights under this condition.

11. TERMINATION

11.1 Without waiving any other termination rights stated elsewhere in this Agreement, HouzMAKEOVER may, upon the occurrence of any of the following events, cease the delivery of Goods in transit, suspend additional deliveries to the Subscriber, or immediately terminate the Agreement by providing written notice to the Subscriber if: -

- the Goods become unavailable on the Platform for any reason; and/or
- the Goods have been mispriced on the Platform.

12. REPRESENTATIONS AND WARRANTIES

12.1 Except as expressly provided in these Conditions, all other warranties, conditions, or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

12.2 HouzMAKEOVER's warranty concerning the Goods, as mentioned above, is provided subject to the following conditions:

12.2.1 Any description provided for the Goods is solely for identification purposes, and the use of such a description shall not be construed as a sale by description.

12.2.2 No condition is made or implied, nor is any warranty given or to be implied regarding the lifespan or wear of the Goods supplied, or their suitability for any particular purpose or use under specific conditions, even if such purpose or conditions are known or communicated to HouzMAKEOVER.

12.2.3 HouzMAKEOVER is obligated to deliver Goods based on the general description under which they were sold, regardless of whether a specific or particular description has been provided or is implied by law. Any such specific or particular description is considered an expression of HouzMAKEOVER's opinion. HouzMAKEOVER cannot be held responsible for any specific or particular description provided by Third Party Vendors through the chat system.

12.2.4 HouzMAKEOVER shall not be held liable for the following actions taken by the Subscriber or the resulting consequences thereof: improper defect remedies, modifications to the Goods without prior agreement from HouzMAKEOVER, or the addition and insertion of parts, especially spare parts that have not been approved or recognized by HouzMAKEOVER.

12.2.5 HouzMAKEOVER shall not be held liable for any defects resulting from unsuitable or improper use, defective installation or commissioning by the Subscriber, normal wear and tear, deliberate damage, negligence, abnormal working conditions, defective or careless handling, improper maintenance, overloading, use of unsuitable operating materials and replacement materials, subpar work, unsuitable foundation, chemical, electro-technical/electronic or electric influences, failure to follow HouzMAKEOVER's instructions (whether oral or written), misuse, or alterations or repairs to the Goods without HouzMAKEOVER's approval.

12.2.6 HouzMAKEOVER shall not be responsible for any losses, damages, or liabilities, whether direct or indirect, incurred by any third party due to repairs or remedial work carried out without prior written approval from HouzMAKEOVER. The Subscriber shall indemnify HouzMAKEOVER entirely against any losses, liabilities, and costs arising from such claims.

12.2.7 HouzMAKEOVER will not assume any liability under the aforementioned warranty (or any other warranty condition or guarantee) if the complete price for the Goods has not been paid in cleared funds by the payment due date.

12.2.8 HouzMAKEOVER shall not be liable for any defects in the Goods that arise after the Warranty Period has expired.

12.2.9 Please refer to the Warranty and Maintenance Policy for information regarding the warranty. The Warranty and Maintenance Policy takes precedence in the event of any contradiction against Clause 12 of the Subscriber Agreement.

13. EXCLUSION OF LIABILITY

13.1 In no event shall HouzMAKEOVER be held liable for any loss of profit or goodwill, loss of production or revenue, or any form of special, indirect, or consequential loss, including any loss or damage incurred by the Subscriber as a result of legal actions initiated by a third party. This

exclusion applies regardless of whether such losses were reasonably foreseeable or whether the Subscriber had apprised HouzMAKEOVER of the potential for such losses.

13.2 HouzMAKEOVER's total aggregate liability under or related to this Agreement, regardless of the cause of the claim, shall be subject to the limitations stipulated in this clause, specifically not exceeding the total amounts paid by the Subscriber to HouzMAKEOVER under this Agreement.

14. GENERAL

14.1 Any notice required or permitted to be delivered by either party to the other in accordance with these Conditions shall be in written form. Notices to HouzMAKEOVER shall be directed to its principal place of business, and notices to the Subscriber shall be directed to the address specified in the relevant order.

14.2 HouzMAKEOVER shall not be held accountable for any non-performance, errors, interruptions, or delays in carrying out its obligations under this Agreement (or any part thereof), or for any inaccuracies, unreliabilities, or inadequacies in the content of the Platform and/or Services. Such issues may arise, either in full or in part, directly or indirectly, due to an event or failure that is beyond the reasonable control of HouzMAKEOVER.

14.3 The failure of any party to insist upon the fulfillment of any obligations set forth herein shall not constitute a waiver of such obligation. No waiver, amendment, release, or modification of any obligation under this Agreement shall be valid or effective unless it is documented in writing and signed by all parties involved. Nonetheless, the intention of the parties is that this Agreement takes precedence over any additional or different terms contained in any purchase order, confirmation, invoice, or similar document, even if such documents are accepted in writing by the parties. Additionally, waivers and amendments shall be considered valid only if they are established through non-pre-printed agreements that are mutually understood by the parties to be an amendment or waiver.

14.4 Prior to initiating a claim against HouzMAKEOVER, the Subscriber must exhaust all available legal remedies against Third Party Vendors in the event of any dispute, controversy, or claim arising from or relating to this Agreement, or due to a breach, termination, or invalidity thereof.

14.5 The Contract shall be subject to and governed by the laws of Malaysia, and the Subscriber hereby consents to the exclusive jurisdiction of the Malaysian Courts.

14.6 Any actions brought against HouzMAKEOVER for any dispute, controversy, or claim arising from or relating to this Agreement, or due to a breach, termination, or invalidity thereof, shall be resolved through arbitration in accordance with the Rules for Arbitration of the Asian International Arbitration Centre (AIAC). The arbitral tribunal shall consist of a sole arbitrator, appointed by the Chairman of the AIAC. The place of arbitration shall be Kuala Lumpur. Any award rendered by the arbitration tribunal shall be considered final and binding upon the parties.

14.7 These terms and conditions, as delineated herein, constitute the entire agreement between HouzMAKEOVER and the Subscriber concerning the subject matter herein, and they supplant and fully replace all prior understandings, communications, and agreements pertaining to the subject matter herein.

14.8 HouzMAKEOVER retains the right to delegate or subcontract the performance of any of its functions related to the execution of its obligations under these Conditions and holds the right to engage service providers, subcontractors, and/or agents under terms HouzMAKEOVER deems suitable.

14.9 Any typographical, clerical, or other errors or omissions in any acceptance, invoice, or other documents on the part of HouzMAKEOVER are subject to correction without imposing any liability on the part of HouzMAKEOVER.