

Website Terms of Use and Service

WEBSITE TERMS OF USE AND SERVICE

1. INTRODUCTION

1.1 Welcome to the HouzMAKEOVER website (referred to as the "Platform"). These Terms of Service regulate your access and usage of the Platform, as well as the use of any services, features, and information provided. It is essential to carefully read these Terms of Service before using the Site or creating an HouzMAKEOVER account ("Account") to understand your legal rights and responsibilities concerning HouzMAKEOVER, operated by MHF Distribution Sdn Bhd (1144564-T), its affiliates, and subsidiaries, collectively referred to as "we," "us," or "our." The "Services" includes (a) the Site, (b) the services provided through the Site and software available on the Site, and (c) all information, linked pages, features, data, text, images, photos, graphics, music, audio, video (including live streams), messages, tags, content, programming, software, application services (including mobile applications), and other materials provided through the Site or its associated services ("Content"). Any new features added to enhance the Services are also subject to these Terms of Service. These Terms of Service regulate your use of the Services provided by HouzMAKEOVER. If you do not agree with HouzMAKEOVER's Terms and Conditions, please refrain from accessing and using this Platform and its Services.

1.2 The Services includes an online platform that offers a venue for the purchase and sale of goods between the Subscriber ("Subscriber") and HouzMAKEOVER, operated by MHF Distribution Sdn Bhd ("HouzMAKEOVER"). It's important to note that the actual sales contract is established directly between the Subscriber and HouzMAKEOVER. HouzMAKEOVER reserves the right to periodically remove any Content or information.

1.3 Prior to becoming a User of the Site, you are required to carefully read and agree to all the terms and conditions presented in these Terms of Service and any linked documents. Additionally, you must provide your consent for the processing of your personal data as outlined in the Privacy Policy located at HouzMAKEOVER.

1.4 HouzMAKEOVER reserves the exclusive and absolute right to alter, amend, suspend, or terminate, either in part or in its entirety, this Site or the Services. Such changes may occur at any time or be enacted with notice, as required by local laws, without the obligation of additional notice. It's important to note that HouzMAKEOVER may introduce certain Services or features in a beta version, which may not function as expected or similarly to the final version. In such cases, HouzMAKEOVER will not bear any liability. Furthermore, HouzMAKEOVER may establish limitations on specific features or curtail your access to particular sections or the entire Site or Services at its own discretion, without prior notice or liability.

1.5 HouzMAKEOVER reserves the exclusive and absolute right to deny you access to the Site or Services or to prevent you from creating an Account, without the obligation to provide a reason.

USING HOUZMAKEOVER SERVICES OR REGISTERING AN ACCOUNT CONSTITUTES YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE REFRAIN FROM USING OUR SERVICES OR ACCESSING THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR UNDER THE LEGAL AGE FOR PROVIDING CONSENT PURSUANT TO APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST OBTAIN PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO CREATE AN ACCOUNT, AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE UNSURE WHETHER YOU HAVE REACHED THE LEGAL AGE OR DO NOT FULLY COMPREHEND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE SOUGHT ASSISTANCE FROM YOUR PARENT OR LEGAL GUARDIAN. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF THE MINOR, AND YOU WILL BE RESPONSIBLE FOR ALL ACCOUNT USAGE OR COMPANY SERVICES UTILIZED THROUGH SUCH ACCOUNT, WHETHER THE ACCOUNT IS CURRENTLY OPEN OR CREATED AT A LATER TIME.

2. PRIVACY

2.1 Protecting your privacy is of utmost importance to us at HouzMAKEOVER. To safeguard your rights, we have provided a comprehensive Privacy Policy. The Privacy Policy outlines our privacy practices in detail. We encourage you to carefully review the Privacy Policy to gain a thorough understanding of how HouzMAKEOVER collects and uses information related to your Account and/or your use of the Services, which we refer to as "User Information." When you use the Services or provide information on the Site, you thereby: -

(i) consent to HouzMAKEOVER collecting, using, disclosing, and/or processing your Content, personal data, and User Information as described in the Privacy Policy;

(ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and HouzMAKEOVER; and

(iii) shall not, whether directly or indirectly, divulge your User Information to any third party or grant any third party access to or use of your User Information without prior written consent from HouzMAKEOVER.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that they will: -

(i) Comply with all applicable personal data protection laws regarding such data.

(ii) Allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to delete their data from the Receiving Party's database.

(iii) Allow the Disclosing Party to review the information collected about them by the Receiving Party, in each case of (ii) and (iii) above, in accordance with and where required by applicable laws.

3. TRADEMARKS AND COPYRIGHTS

3.1 HouzMAKEOVER grants you a limited and revocable license to access and use the Services, subject to the terms and conditions outlined in these Terms of Service. The Intellectual Property, which includes proprietary Content, trademarks, service marks, brand names, logos, and other intellectual assets displayed on the Site, belongs to HouzMAKEOVER, or in certain cases, to third-party owners as indicated on the Site. No party accessing the Site is granted any right or license, whether directly or indirectly, to use or reproduce this Intellectual Property. No entity accessing the Site may assert any right, title, or interest in this Intellectual Property.

By using or accessing the Services, you commit to complying with relevant laws, including those governing copyright, trademarks, service marks, and other protections that apply to the Services, the Site, and its Content. You are prohibited from copying, distributing, republishing, transmitting, publicly displaying, performing, modifying, adapting, renting, selling, or creating derivative works based on any part of the Services, the Site, or its Content. Without our prior written consent, you must not mirror or frame any portion or the entirety of the contents of this Site on another server or as part of any other website. The complete contents of the Platform are also safeguarded by copyright as a collective work under Malaysia copyright laws and international agreements. All rights are reserved.

4. LIMITATION OF LIABILITIES

4.1 The Platform, along with all the data and information contained therein, as well as the Services, are presented as they are, available as-is, without any warranties, assertions, or representations made by HouzMAKEOVER. These include express, implied, or statutory warranties regarding the Platform and the Services. These warranties include, but are not limited to, non-infringement of third-party rights, title, merchantability, satisfactory quality, or suitability for a specific purpose. All the data and information within the Platform and the Services are exclusively provided for informational purposes.

4.2 In addition to the above, it's important to note that HouzMAKEOVER cannot guarantee that the Platform and the Services, including their functions, will always be available, accessible, uninterrupted, timely, secure, accurate, complete, or error-free. There is no warranty that any defects, if present, will be corrected, or that the Platform and the server making it available will be free from viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs, or any other harmful codes, instructions, programs, or components.

4.3 HouzMAKEOVER and all its officers, employees, directors, agents, contractors, and assigns will not be held liable for any losses, regardless of how they may have been caused, arising directly or indirectly in connection with:

- (a) your access, usage, or inability to use the Platform or the Services;
- (b) relying on any data or information available through the Platform and/or the Services, which you should not act upon without independently verifying its accuracy;
- (c) any failure, error, omission, interruption, delay, computer virus, or other harmful code affecting systems, servers, or connections; and
- (d) using or accessing other linked websites or webpages through the Platform, even if we, our officers, or employees were aware of or could have anticipated such issues.

4.4 You acknowledge that any potential misunderstanding, errors, damages, expenses, or losses arising from your use of the Platform and/or Services are entirely your responsibility, and HouzMAKEOVER is not liable for them.

5. ACCOUNTS AND SECURITY

5.1 Certain functionalities of our Services necessitate Account registration, involving the selection of a unique User ID and password ("User ID"), as well as the provision of specific personal information. HouzMAKEOVER reserves the right to suspend or terminate your Account if the User ID you select is considered offensive or inappropriate at its sole discretion. Your Account may provide access to other products, websites, or services that we have integrated with or collaborated with. HouzMAKEOVER has not assessed, and therefore bears no responsibility for, the content, features, security, services, privacy policies, or other practices of third-party products, websites, or services. If you decide to use them, the terms of service for those products, websites, or services, along with their respective privacy policies, may also govern your usage and could differ from these Terms of Service and our Privacy Policy.

5.2 You commit to (a) safeguarding the confidentiality of your password and exclusively using your User ID and password for logging in, (b) ensuring that you log out of your

account after each session on the Site, (c) immediately reporting any unauthorized use of your Account, User ID, and/or password to HouzMAKEOVER, and (d) verifying that your Account information remains accurate and current. You bear full responsibility for all activities linked to your User ID and Account, even in cases where these activities were not carried out by you. HouzMAKEOVER will not assume liability for any losses or damages arising from the unauthorized use of your password or your failure to adhere to this section.

5.3 You acknowledge that HouzMAKEOVER, at its sole discretion and with or without prior notice or liability to you or any third party, may opt to terminate your Account and User ID, delete or remove any Content linked to your Account and User ID from the Site, retract any subsidies offered to you, cancel any associated transactions, temporarily hold sale proceeds or refunds, and/or take any other actions it deems necessary. Such actions could be instigated based on various grounds, including but not limited to:

- (a) Extended periods of inactivity.
- (b) Violation of the essence or terms of these Terms of Service.
- (c) Engaging in illegal, fraudulent, harassing, defamatory, threatening, or abusive behavior.
- (d) Possessing multiple user accounts.
- (e) Purchasing products on the Site with the intention of commercial resale.
- (f) Engaging in abnormal or excessive product purchases from the same Seller or related group of Sellers.
- (g) Voucher abuse, which includes, but is not limited to, selling vouchers to third parties and abnormal or excessive voucher usage on the Site.
- (h) Conduct that harms other Users, third parties, or the business interests of HouzMAKEOVER.

Should you use your Account for illegal, fraudulent, harassing, defamatory, threatening, or abusive purposes, it may be reported to law enforcement authorities without prior notice to you. In case of a legal dispute or the commencement of law enforcement action related to your Account or your use of the Services for any reason, HouzMAKEOVER reserves the right to immediately terminate your Account, with or without notice.

5.4 Users may choose to terminate their Account by providing written notice to HouzMAKEOVER expressing their intent to do so. However, it's important to note that even after the termination of their Account, Users are still responsible for any ongoing

transactions, whether initiated before or after the termination. This responsibility includes ensuring the completion of transactions, shipping products, making payments, and fulfilling any related obligations. Users must take proactive and effective measures to conclude all unfinished transactions in accordance with the Terms of Service. In cases where HouzMAKEOVER takes actions in line with this section, HouzMAKEOVER is not liable, and any damages incurred are not attributed to HouzMAKEOVER. Users explicitly renounce any claims based on such actions carried out by HouzMAKEOVER.

6. APPLICABLE LAW AND JURISDICTION

6.1 The interpretation and application of these Terms of Service and any other HouzMAKEOVER Terms and Conditions will be governed by the laws of Malaysia. Unless specified in the section on Arbitration below, you consent to the jurisdiction of the Courts of Malaysia.

7. ARBITRATION

7.1 Any disagreements, claims, or disputes arising from these Terms of Service and/or other HouzMAKEOVER Terms and Conditions or their breach, termination, or invalidity will be referred to and resolved through arbitration following the Arbitration Rules of the Asian International Arbitration Centre ("AIAC") conducted in Kuala Lumpur, Malaysia. The arbitration panel will consist of a single arbitrator with legal qualifications and expertise in the field of information technology in Malaysia. This arbitrator will be independent of both parties. The arbitration proceedings will take place in Malaysia, and any decision made by the arbitration tribunal will be considered conclusive and binding on all parties involved.

7.2 Despite the previous clause, HouzMAKEOVER reserves the right to seek protection for intellectual property rights and confidential information by means of injunctive or other equitable remedies through the court system.

8. TERMINATION

8.1 Apart from other available legal or equitable remedies, we reserve the right to terminate or revoke your rights under these Terms of Service and/or other HouzMAKEOVER Terms and Conditions without prior notice. If such termination occurs, you must immediately cease all access to and use of the Platform. Additionally, we may, without prior notice, revoke any passwords and account identifications issued to you, denying your access to the Platform either in part or in full. Termination will not affect the rights and obligations of the parties arising before the date of termination, including payment obligations. You acknowledge that HouzMAKEOVER is not liable to you or any other party as a result of such suspension or termination. If you are dissatisfied with the Platform or any terms, conditions, rules, policies, guidelines, or practices of HouzMAKEOVER, your only recourse is to stop using the Platform.