

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, HOSTS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE COUNTRIES AND CITIES. SOME COUNTRIES, CITIES AND/OR DEVELOPMENTS HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. HOSTS SHOULD REVIEW LOCAL LAWS OR RESIDENT ASSOCIATION TERMS AND CONDITIONS BEFORE LISTING AN ACCOMODATION ON <http://www.ibilik.my/>, <http://www.ibilik.sg/>, <http://id.ibilik.com/>, <http://www.ibilik.ph/>, AND/OR <http://bn.ibilik.com/> (collectively, "Sites").

BY ACCESSING AND/OR USING ANY OF THE SITES AND/OR SERVICES (AS HEREINAFTER DEFINED), YOU ARE DEEMED TO HAVE READ AND UNDERSTOOD AND AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OF SERVICE, YOU SHALL CEASE ACCESSING AND/OR USING THE SITES AND/OR SERVICES.

INTRODUCTION

The Sites are owned and/or managed by GFG TECH SDN. BHD. (1423861-V) ("Company"). The Sites provide online platforms through which hosts may create listings for accommodation and guests may learn about and book accommodation directly with the hosts (collectively, "Services").

YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT A REAL ESTATE BROKER, AGENT OR INSURER AND THAT IT HAS NO CONTROL OVER THE CONDUCT OF THE HOSTS, GUESTS AND OTHER USERS OF THE SITES AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

PLEASE ALSO NOTE THAT, THE SITES AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND GUESTS CONNECTING AND BOOKING ACCOMMODATION DIRECTLY WITH EACH OTHER. THE COMPANY CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY ACCOMMODATION. THE COMPANY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATION. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

1) Definitions

"Accommodation Fees" means the amounts that are due and payable by a Guest in exchange for that Guest's stay in an accommodation. The Host may in his or her sole discretion include:

- i. a cleaning fee;
- ii. Or Taxes that the Host has to collect.

"Booking Currency" means the currency in which a Guest has to pay for his or her booking. At the time the Guest submits a booking request, the Site will select the Booking Currency, based on the Listing's

country of origin and the payment methods available for that country. The Company accepts a certain number of currencies as Booking Currencies.

"Collective Content" means Member Content and iBilik Content.

"Guest Fees" means the fee that the Company charges a Guest for the use of the Services, which is calculated as a percentage of the applicable Accommodation Fees. The Guest Fees will be displayed to the Guest when the Guest is asked whether to confirm a booking request.

"Guest" means a Member (as hereinafter defined) who requests a booking of an accommodation via any of the Sites, or a Member who stays at an accommodation and is not the Host for such accommodation.

"Host Fees" means the fee that the Company charges a Host for the use of the Services, which is calculated as a percentage of the applicable Accommodation Fees. The Host Fees will be displayed to the Host in invoice and payment voucher that will be issued according to the Company's payout schedule every Tuesdays and Fridays.

"Host" means a Member (as hereinafter defined) who creates a Listing via any of the Sites and Services.

"iBilik Content" means all contents that the Company makes available through the Sites and Services, including but not limited to any content licensed from a third party, but excluding Member Content (as hereinafter defined).

"Listing Currency" means the currency in which a Listing's price is set. The Listing Currency is set by the Host.

"Listing" means an accommodation that is listed by a Host as available for rental via any of the Sites Services.

"Member Content" means all contents that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing or Member profile to be made available through the Sites and/or Services.

"Member" means a person who completes the Service's account registration process as a Host and/or Guest, as described under "Account Registration" below.

"Service Fees" mean collectively the Guest Fees and the Host Fees.

"Tax" or **"Taxes"** mean any sales taxes, value added taxes (VAT), Sales and Service Tax (SST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees (such as convention center fees) that accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

"Total Fees" mean collectively the Accommodation Fees and the Guest Fees plus any Taxes.

2) ELIGIBILITY & ACCOUNT REGISTRATION

- 2.1 You are required to provide accurate, current and complete information, amongst others, full name, email, bank account number in order to register for an account. Please provide valid email address and mobile phone number during registration as the Company requires your email to be verified via email activation link and mobile phone number verified by key in activation code sent through SMS to the registered mobile phone number.

- 2.2 You may be able to access and/or use part of the Sites or Services without registration. However, you must register an account and become a Member in order to book an accommodation or create a Listing.
- 2.3 If you are registering an account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant the Company all requisite permissions and licenses provided in these Terms of Service.
- 2.4 The Company reserves the right to suspend or terminate your account and/or your access to the Sites and/or Services if you create more than one (1) account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You shall immediately notify the Company of any unauthorized use of your account by contacting support@ibilik.com or [+603- 7967 1338](tel:+603-79671338) (Customer Support).
- 2.5 You can register an Account through your social media accounts, such as “Facebook” or “Google” accounts (“SNS Account”). You have the ability to disable the connection between your Account and your SM Account at any time, by accessing “Security & Login” in “Facebook Settings” or “Manage Third-party Access” in “Google Security”.

3) ACCOMMODATION LISTINGS

- 3.1 As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the accommodation to be listed, including, but not limited to, the location, capacity, size, features, and availability of the accommodation and pricing and related rules and financial terms. In order to be featured in the Listings via the Sites and Services, accommodation must have valid physical address. Listings will be made publicly available via the Sites and Services. Other Members will be able to book your accommodation via the Sites and Services based upon the information provided in your Listing. You understand and agree that once a Guest requests a booking of your accommodation, you are not allowed to charge a higher price than in the booking request.
- 3.2 Hosts shall create Listings that are honest, clear, and helpful to potential Guests. The Company prohibits:
 - i. Content that endorses or promotes illegal or harmful activity or violence, or is profane, vulgar, obscene, defamatory, threatening, or discriminatory.
 - ii. Political, religious, or social commentary.
 - iii. Attempts to impersonate another person.
 - iv. Content that is fraudulent, false, misleading or deceptive.
 - v. Content that violates another or entity’s rights, including intellectual property rights and privacy rights.
- 3.3 You acknowledge and agree that you shall be fully responsible for any and all Listings and Member Content that you posted/uploaded onto the Site. Accordingly, you represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an accommodation in a Listing you post;

- i. will not breach any agreements you have entered into, such as homeowners association, condominium, lease or rental agreements, and;
 - ii. will be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any accommodation included in a Listing that you post (including having all required permits, licenses and registrations), and;
 - iii. will not conflict with the rights of third parties. Please note that the Company assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. The Company reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that the Company, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms of Service.
- 3.4 When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your accommodation, such as requiring Members to have a profile picture or verified phone number, in order to book your accommodation. Member must meet these requirements in order to book your accommodation. More information on how to see these requirements is available via the "Hosting" section of the respective Sites.
- 3.5 The Company recommends the Hosts to obtain appropriate insurance for their accommodation. Please review any insurance policy that you may have for your accommodation carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to the accommodation, if applicable) while at your accommodation.

4) BOOKING AND FINANCIAL TERMS FOR HOSTS

- 4.1 All bookings are instant and payment is required upon confirmation. Once you have placed an online booking, a receipt will be sent to your email and followed by a check-in code via SMS. It is compulsory to give the check-in code to the Host during check in.
- 4.2 If you are a Host, all bookings made by Guest through the Sites will be instantly confirmed. As such, please regularly update your calendar and accommodation availability. Once a booking is made, the Company will share with you:
- i. the first and last name of the Guest; and
 - ii. a link to the Guest's account profile page.
- 4.3 If a Host cancels a confirmed booking, the Company will refund the full payment pertaining to such booking to the Guest within seven (7) working days from the time of the cancellation. The Company shall be entitled to impose 10% cancellation service fee (plus Taxes) on the Host if he or she cancels a booking.
- 4.4 The Company will collect the Total Fees at the time of booking and will initiate payment of the Accommodation Fees to the Host within seventy two (72) hours from the time the Guest arrives at the applicable accommodation. The time it takes for the Host to receive payouts may depend upon the payout method chosen by the Host. Some methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Host, including by deducting their charges from the payout amount.

- 4.5 If you have amount due to the Company (whether as a result of your bookings or actions as a Guest or otherwise), then the Company may (but is not obliged to) withhold the amount owing from any payout amounts due to you as a Host, and use the withheld amount to set off the amount owed by you to the Company. If the Company does so, then your obligation to pay the Company will be extinguished to the extent of the amount withheld by the Company. The Company will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld. In addition to the amount due, if your account is delinquent or you otherwise have chargebacks on your account, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees, or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to the Company by you. Such communication may be made by the Company or by anyone on its behalf, including but not limited to a third party collection agent.

5) CREDITS

You may purchase or be rewarded with credit(s) for use in any of the Sites ("Credits"). Credits may be used for, amongst others, upgrade listing to be pushed to the top of search list of the Sites, to upgrade Listing features and to feature classified Listing on the Sites. All credits purchased or rewarded cannot be cancelled or exchanged for cash and you are not entitled to any form of refund for any unutilized Credits. Any unutilized Credits after the respective validity periods as set up in the "Listing Package" will be forfeited automatically. You may refer to more information about the Listing Package in Manage Room(s) and Manage Short Term Rental(s) if you are a Member.

6) BOOKINGS AND FINANCIAL TERMS FOR GUESTS

- 6.1 You hereby expressly acknowledge and agree that the Hosts are solely responsible for honoring any confirmed bookings and making available any accommodation reserved through the Sites and Services. If you, as a Guest, choose to enter into a transaction with a Host for the booking of an accommodation, you agree and understand that you are entering into an agreement with the Host and you agree to accept any terms, conditions, rules and restrictions associated with such accommodation imposed by the Host. You acknowledge and agree that you shall be responsible for performing the obligations of any such agreements and that the Company is not a party to such agreements. The Company disclaims all liability arising from or related to any such agreements.
- 6.2 The Total Fees payable will be displayed before the Guest confirms a booking request. If a confirmed booking is subsequently cancelled by the Host, any amounts collected by the Company will be refunded to such Guest, depending on the selections the Guest makes via the Sites, and any pre-authorization of such Guest's credit card will be released, if applicable. As for Hosts, a cancellation service fee calculated at the rate of 10% of the Accommodation Fees (plus Taxes) will be imposed. Chargeable amount will be reflected in the next payment voucher and invoice.
- 6.3 You as a Guest agree to pay the Total Fees to the Company for any booking made herein. Please note that you shall be responsible for any fees that may be imposed/charged by the bank/financial institution in relation to the payment of the Total Fees.
- 6.4 In connection with your booking, you will be asked to provide customary billing information such as name, billing address and credit card information to the Company and/or its third-party payment processor(s). You agree to pay the Company for any confirmed bookings made in connection with your Account in accordance with these Terms of Service by one of the payment methods described on the Sites. You hereby authorize the collection of such amounts by charging the credit card

provided, either directly by the Company or indirectly, via a third-party online payment processor or by one of the payment methods described on the Sites. If you are directed to the Company's third-party payment processor(s), you shall be subjected to other terms and conditions governing the use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your booking is complete, you will receive a confirmation email summarizing your booking.

- 6.5 Hosts may choose to include security deposits in their Listings ("Security Deposits"). Each Listing will describe whether a Security Deposit is required for the applicable accommodation. The Host will collect the Security Deposit from Guest before / upon check-in. This is a manual process between the Host and Guest and the Company doesn't not involve in administering in this regard.

7) SERVICE FEES

- 7.1 The Company imposes Service Fees on Hosts and Guests for the use of the Sites and Services. Service Fees are exclusive of Taxes. The Company shall be entitled to deduct the Host Fees from the Accommodation Fees before remitting the balance thereof to the Host in accordance with the payment terms and payment methods as provide in these Terms of Service and the Sites.
- 7.2 Please note that the Company may impose or deduct foreign currency processing costs from any payments or payouts in currencies other than Ringgit Malaysia. More information on any such costs or deductions will be available via the Sites. Except as otherwise provided herein, Service Fees are non-refundable.

8) CANCELLATION AND REFUND

- 8.1 If, as a Guest, you wish to cancel a booking, either prior to or after arriving at the accommodation, the Company's Cancellation & Refund Rules which is available in https://ibilik.my/short_term_rentals/guide shall be applicable.
- 8.2 If a Host cancels a booking, (i) the Company will refund the Total Fees for such booking to the Guest within seven (7) working days from the time of cancellation; and (ii) the Guest will receive an email confirming the cancellation and recommendation of other similar Listings and other related information. If a Host cancels a confirmed booking and you, as a Guest, have not received an email or other communication from the Company, please contact the Company at [+60 379671338](tel:+60379671338) or email support@ibilik.com.
- 8.3 In certain circumstances, the Company may decide, in its sole discretion, that it is necessary or desirable to cancel a booking made via the Sites and Services. The Company will refund to the Guest all of the amounts charged to the Guest. You agree that the Company and the relevant Guest or Host will not have any liability for such cancellations or refunds.
- 8.4 If, as a Host, your Guest cancels a booking, and the Company issues a refund to the Guest in accordance with the Company's Cancellation & Refund Rules https://ibilik.my/short_term_rentals/guide, you agree that in the event you have already been paid the Company shall be entitled to recover the amount of any such Guest refund from you, including by subtracting such refund amount out from any future Accommodation Fees due to you.

9) USER CONDUCT

9.1 You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Sites, Services and Collective Content. In connection with your use of the Sites, Services and Collective Content, you may not and you agree that you will not:

- i. Violate any laws or regulation;
- ii. Use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Sites, Services or Collective Content;
- iii. Use the Sites, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms of Service;
- iv. Copy, store or otherwise access or use any information contained on the Site, Services or Collective Content for purposes not expressly permitted by these Terms;
- v. Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- vi. Interfere with or damage the Sites or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- vii. Use the Sites or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- viii. Use the Sites, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- ix. "Stalk" or harass any other user of the Sites, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Guest or Host;
- x. Offer, as a Host, any accommodation that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list accommodation as a Host if you are serving in the capacity of a rental agent or listing agent for a third party);
- xi. Offer, as a Host, any accommodation that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- xii. Register for more than one Account or register for an Account on behalf of an individual other than yourself;
- xiii. Unless the Company explicitly permits otherwise, request or book a stay at any accommodation if you will not actually be staying at the accommodation yourself;

- xiv. Contact a Host for any purpose other than asking a question related to a booking, such as Host's accommodations or Listings;
- xv. Contact a Guest for any purpose other than asking a question related to a booking or such Guest's use of the Sites and Services;
- xvi. Recruit or otherwise solicit any Host or other Member to join third-party services or websites that are competitive to the Sites and Services, without the Company's prior written approval;
- xvii. Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- xviii. Use automated scripts to collect information from or otherwise interact with the Sites, Services or Collective Content;
- xix. Use the Sites, Services or Collective Content to find a Host or Guest and then complete a booking of an accommodation independent of the Sites or Services, in order to circumvent the obligation to pay any Service Fees related to the Company's provision of the Services or for any other reasons;
- xx. As a Host, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- xxi. Post, upload, publish, submit or transmit any content that:
 - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - ii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - iii. is fraudulent, false, misleading or deceptive;
 - iv. is defamatory, obscene, pornographic, vulgar or offensive;
 - v. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - vi. is violent or threatening or promotes violence or actions that are threatening to any other person; or
 - vii. promotes illegal or harmful activities or substances;
- xxii. Systematically retrieve data or other content from the Sites or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- xxiii. Use, display, mirror or frame the Sites, Services or Collective Content, or any individual element within the Sites, Services or Collective Content, the Company's name, any trademark, logo or other proprietary information of the Company, or the layout and design of any page or form contained on a page in the Sites or Services, without the Company's express written consent;

- xxiv. Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- xxv. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Company or its service providers or any other third party (including another user) to protect the Site, Services or Collective Content;
- xxvi. Forge any TCP/IP (Transmission Control Protocol/Internet Protocol) packet header or any part of the header information in any email or newsgroup posting, or in any way use the Sites, Services or Collective Content to send altered, deceptive or false source-identifying information;
- xxvii. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Sites, Services or Collective Content; or
- xxviii. Advocate, encourage, or assist any third party in doing any of the foregoing.
- xxix. Accept or make a payment for accommodation Fees outside the Sites. If you do so, you acknowledge and agree that you:
 - i. would be in breach of these Terms;
 - ii. accept all risks and responsibility for such payment, and
 - iii. hold the Company harmless from any liability for such payment.

9.2 The Company may access, preserve and disclose any of your information if the Company is required to do so by law, or if the Company believes in good faith that it is reasonably necessary to (i) respond to claims asserted against the Company or to comply with legal process (for example, subpoenas or warrants), or (ii) enforce or administer the Company's agreements with users, such as these Terms, or (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; or (iv) protect the rights, property or safety of the Company, its users, or members of the public. You acknowledge that the Company has no obligation to monitor your access to or use of the Sites, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Sites and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. The Company reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that the Company, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Sites or Services.

10) PRIVACY

Please refer to the Company's Privacy Policy at <https://ibilik.my/privacy> to view the terms regarding the use of your information.

11) OWNERSHIP

The Sites, Services and Collective Content are protected by copyright, trademark, and other laws of Malaysia. You acknowledge and agree that the Sites, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of the Company and/or its licensors, as the case may be. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Sites, Services and/or Collective Content.

12) MEMBER CONTENT & REVIEW

12.1 The Company may, in its sole discretion, permit you to post, upload, publish, submit or transmit Member Content through the Sites and Services. By making any Member Content on or through the Sites and Services, you hereby grant the Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Sites and Services. The Company does not claim any ownership rights in any such Member Content and nothing in these Terms of Service will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

12.2 You acknowledge and agree that you are solely responsible for all Member Contents that you make available through the Sites and Services. Accordingly, you represent and warrant that:

- i. you either are the sole and exclusive owner of all Member Contents that you make available through the Site and Services; or
- ii. you have all rights, licenses, consents and releases that are necessary to grant to the Company the rights in such Member Content, as contemplated under these Terms of Service. You further represent and warrant that: neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or the Company's use of the Member Content (or any portion thereof) on, through or by means of the Sites and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

12.3 Genuine reviews are the cornerstone of the Services. The Company prohibits:

- i. Reviews that do not represent users' personal experience.
- ii. Reviews unrelated to the actual reservation (ex: political, religious, or social commentary).
- iii. Content that endorses or promotes illegal or harmful activity or violence, or is profane, vulgar, obscene, defamatory, threatening, or discriminatory.
- iv. Content that violates another person or entity's rights, including intellectual property rights and privacy rights (ex: publishing another person's full name, address or other identifying information without permission).
- v. Content that is proven to be used as extortion.

13) LINKS

The Sites may contain links to third-party websites or resources. You acknowledge and agree that the Company is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

14) COPYRIGHT POLICY

The Company respects copyright law and expects its users to do the same. The Company may terminate any Accounts of Members who repeatedly infringe or are believed to be repeatedly infringing the rights of other copyright holders.

15) SUSPENSION, TERMINATION AND IBILIK ACCOUNT CANCELLATION

The Company may, in its discretion and without liability to you, with or without prior notice and at any time, decide to limit, suspend, deactivate, cancel or terminate your Account in the event that you are in violation of any of the terms as set out in Section 9 herein. In the event of termination, : (a) your Account will be deactivated, your password will be disabled, and you will not be able to access to the Sites and Services, (b) all your bookings either as a Host or a Guest will be immediately cancelled, (c) the Company will inform your Guests or Hosts of such cancellation, (d) the Company will refund your Guests in full for any and all confirmed bookings; and (e) you will not be entitled to any compensation for bookings (even if confirmed) that were cancelled as a result of a termination of your Account.

You may cancel your Account at any time via the "Cancel Account" feature of the Services or by sending us an email to support@ibilik.com. Please note that if your Account is cancelled, the Company is not obliged to delete or return to you any content you have posted to the Sites, including, but not limited to, any reviews or feedback.

16) DISCLAIMERS

16.1 IF YOU CHOOSE TO USE THE SITES, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. THE SITES, SERVICES AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF ANY OF THE SITES AND SERVICES. THE COMPANY MAKES NO WARRANTY THAT THE SITES, SERVICES AND COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATION, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE COMPANY MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATION, HOSTS, GUESTS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITES OR SERVICES.

- 16.2 NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SITES, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- 16.3 YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITES OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITES OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT THE COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITES OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATION. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITES OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITES OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITES OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITES OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

17) MISCELANEOUS

17.1 Modification

The Company reserves the right to change any of these Terms of Service herein from time to time. The Company may change any or all aspects of the Services made available by the Company through the Site at any time and without notice. Any changes to these Terms of Service will be uploaded onto <https://ibilik.my/term> and therefore, you are encouraged to check/visit <https://ibilik.my/term> from time to time.

Your continuance use of and/or access to the Portal and/or Services following such change constitutes your acceptance of the revised Terms of Service.

17.2 Invalidity

If any part of these Terms of Service is unenforceable, the enforceability of any other part of these Terms of Service will not be affected.

17.3 Disputes Resolution

These Terms of Service will be governed by the laws of Malaysia and you agree that any dispute or claim between you and the Company will be adjudicated in the courts of Malaysia. Any claim against the Company arising from the use of the Portal and/or Services shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

17.4 No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended to be created under these Terms of Service.

17.5 Contact

For further information, please email your enquiries to support@ibilik.com or +603-7967 1388 (Customer Support).