



TERMS & CONDITIONS OF USE

LIVEIN SDN BHD (formerly known as MY HOSTEL HUNTING SDN BHD) (Company No.: 1071007-U) is the owner and operator of www.livein.com/my, www.livein.com/th and/or any other website operated by HH (collectively, "the Website"). All references to "HH", "we", "us" and/or "our" in the Terms and Conditions herein contained shall refer to **LIVEIN SDN BHD (Company No.: 1071007-U)**, a company incorporated under the laws of Malaysia.

PLEASE READ THESE TERMS AND CONDITIONS OF USE THOROUGHLY AND CAREFULLY AS THEY CONTAIN ALL INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, OBLIGATIONS, LIABILITIES AND RESPONSIBILITIES WHATSOEVER GOVERNING THE USE OF THE WEBSITE.

ANY USE OF AND CONTINUOUS USE OR ACCESS TO THE WEBSITE, IRRESPECTIVE OF WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE, SHALL SIGNIFY YOUR UNEQUIVOCAL AND UNCONDITIONAL CONSENT AND ACCEPTANCE TO THESE TERMS AND CONDITIONS, REGARDLESS OF WHETHER YOU ARE BROWSING OR MAKING A BOOKING OR LISTING OR ACCEPTING A BOOKING, SIGNING UP AN ACCOUNT, MAKING ANY PAYMENT OR USING ANY SERVICE OR ACCESSING ANY CONTENT AS THE CASE MAY BE ON THE WEBSITE.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHT TO DIRECTLY OR INDIRECTLY USE OR OBTAIN ANY INFORMATION OR CONTENT FROM OR OTHERWISE USE OR CONTINUE TO USE THE WEBSITE FOR ANY PURPOSE WHATSOEVER. IF YOU ACCEPT OR AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND CONDITIONS AND, IN SUCH EVENT, THE TERM "YOU" AND "YOUR" OR "USER" AND "USER'S" OR "OWNER" AND "OWNER'S" WILL REFER TO AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

THE TERMS AND CONDITIONS OF USE TOGETHER WITH THE PRIVACY POLICY AND ANY AND ALL OTHER NOTICES OR ADDITIONAL CONDITIONS OR POLICIES PUBLISHED BY HH ON THE WEBSITE ("TERMS AND CONDITIONS") SHALL CONSTITUTE AND BE THE SOLE AND ENTIRE AGREEMENT AND CONTRACT BETWEEN YOU AND HH ON THE USE OF THE WEBSITE.

YOU AGREE THAT HH IS NOT A PARTY TO ANY AGREEMENTS OR CONTRACTS WHETHER ORAL OR WRITTEN ENTERED INTO BETWEEN OWNERS AND USERS. HH IS NOT A REAL ESTATE AGENT, BROKER, INSURER OR ARBITRATOR. WE HAVE NO CONTROL WHATSOEVER OVER THE CONDUCT OF OWNERS, USERS AND OTHER USERS OF THE WEBSITE OR ANY APPLICATION OR SERVICE OR ANY THIRD-PARTY LINKS OR WEBSITE OR ANY ACCOMMODATION AND DISCLAIM ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Website unless the context otherwise requires the following words and expressions shall have the following meaning:-

“Account“ means a registered account which you may open and create if you wish to access and utilise the full facilities and infrastructures of the Website.

“Accommodation” means any accommodation that is being used, managed and/or operated by the Owner for rental to a User and listed on the Website.

“Balance Deposit” means the balance of the Booking Deposit after deducting the Platform Fee to be released to the Owner pursuant to Clause 16.5 hereof.

“Booking Deposit” means one month’s advance rental paid and/or to be paid by the User to LIVEIN for the booking of the Relevant Accommodation upon the issuance of the Booking Request Acceptance by the Owner.

“Booking Reminder” means an automatic reminder generated by the system to the Owner’s registered email with LIVEIN reminding the Owner that a Booking Request has been received.

“Booking Request” means a request to book an Accommodation sent by a User to the Owner through the Website which shall automatically lapse if not accepted by the Owner within a time period of twenty-four (24) hours from the Booking Request.

“Booking Request Acceptance” means a request to book an Accommodation sent by a User to the Owner through the Website which shall automatically lapse if not accepted by the Owner within a time period of twenty-four (24) hours from the Booking Request.

“Booking Acceptance Reminder” means an automatic reminder generated by the system to the User’s registered email with LIVEIN reminding the User that the User’s Booking Request has been accepted by the Owner together with the Payment Reminder.

“Check-in Code” means a code generated by the system after the Booking Deposit is received by LIVEIN in cleared funds and such code will be sent to the relevant User in the Confirmation Email for check-in purposes as stated in Clause 12.5 herein.

“Check-in Date” means the date of check-in stated in the Confirmation Email.

“Check-in Period” means a period of twenty-four (24) hours on the Check-in Date commencing at 00:01 of the local time where the Relevant Accommodation is located and expiring at 23:59 local time of the Check-in Date.

“Complaint Period” means a period of twenty-four (24) hours commencing from the time of expiration of the Check-in Period.

“Confirmation Email” means an email generated by the system to the User after LIVEIN’s receipt of the Booking Deposit setting out inter alia the Check-in Code for the Relevant Accommodation, the Check-in Date, Check-in Period and the tenure of the tenancy agreed upon between the Owner and the User as per the User’s Booking Request to the Owner.

“Early Cancellation” means any cancellation made by the User prior to the commencement of the Lock-in Period stated in Clause 17 herein.

“Invoice“ means an invoice issued by LIVEIN to the Owner for payment of the Platform Fee for usage of the Website’s infrastructure on or after the issuance of the Confirmation Email.

“Listing”	means any Accommodation that is listed by the Owner as available for rent on the Website.
“Lock-in Period”	means a period of thirty (30) days prior to the Check-in Date stated in the Confirmation Email where no cancellations are allowed for all confirmed booking whereby the Booking Deposit paid to LIVEIN shall be absolutely forfeited if any cancellation is made during this period.
“Owner”	means any person who has created a listing of any Accommodation on the Website upon these Terms and Conditions by his agreement, consent and acceptance to list and/or publish his Accommodation for rent on the Website and/or inter alia accepting booking and/or confirmation of booking and/or who uses the Website in accordance with the Terms and Conditions herein set out.
“Payment Receipt”	means the receipt issued to the User after the receipt by LIVEIN of the Booking Deposit in cleared funds as stakeholder.
“Payment Acceptance Notification”	means a notification issued to the Owner informing the Owner of the receipt of the Booking Deposit in cleared funds by HH.
“Payment Period”	means a time period of twenty-four (24) hours commencing from the time of issuance of the Booking Acceptance Reminder to the relevant User.
“Payment Reminder”	means an automatic reminder generated by the system to remind the User to make payment of the Booking Deposit to HH within a time period of twenty-four (24) hours commencing from the time of the issuance of the Booking Acceptance Reminder to the User, failing which the Booking Request Acceptance shall automatically lapse and the Owner shall be at liberty to free up his unit for re-listing and booking.
“Platform Fee”	means a sum due and payable by the Owner to HH for the use of the facilities and infrastructures of the Website and upon each successful booking of the Relevant Accommodation after HH has issued a Confirmation Email to the relevant User in accordance with Clause 12.1 hereof. The rate of the Platform Fee will be displayed when the Owner signs up to an Account.
“Rectification Period”	means a time period of twenty-four (24) hours from the time the Confirmation Email is sent by HH to the relevant User.
“Registered Email Address”	means the email address registered and stated in an Account opening application, whether as an Owner or User.
“Relevant Accommodation”	means an Accommodation reserved by an Owner for the User as stated in the Confirmation Email.
“Terms and Conditions”	means these Terms and Conditions of Use, the Privacy Policy, and any and all additional terms or rules or policies as may be modified from time to time and posted on the Website.

“Time”	means any reference to time in these Terms and Conditions shall refer to the local time in the respective country where the Relevant Accommodation is located.
“User”	means any person who agrees and accepts to be legally bound by these Terms and Conditions and/or who accesses and/or browses and/or uses the Website and/or makes an offer to book an Accommodation through the Website and/or who books an Accommodation and/or who uses the Website or participates in the Website in any manner or capacity whatsoever or howsoever in accordance with the Terms and Conditions herein set out.
“Website”	means (i) the Website bearing the following domains:- www.livein.com/my, www.livein.com/th and any other related websites or applications owned and operated by HH; and (ii) any related or ancillary facilities or functions or services such as emails, short messaging services, newsletters, notifications or any other communications or contents.
“Working Day”	means any days on which banks are open for business in Wilayah Persekutuan of Kuala Lumpur and Selangor Darul Ehsan, Malaysia.

2. ELIGIBILITY

The Website is intended solely for use by persons who are of the age of 18 years or above. You agree that any access to and/or use of the Website by anyone below the age of 18 years is expressly prohibited. You should read through all the Terms and Conditions carefully. The Terms and Conditions constitute a legally binding contract between you and HH on the use of the Website and you agree, wherever required, to inter alia make payment for any services or use of the infrastructure on or through the Website.

3. ROLE AS OPERATOR OF THE WEBSITE

3.1 You expressly agree, understand and acknowledge that:-

- (a) we are an online platform through which an Owner can list Accommodation and in respect of which a User may browse, search, look for, book, and make payment to secure an Accommodation directly with the Owner through the Website;
- (b) our role is strictly and solely limited to hosting the description of the Accommodation and providing the infrastructure that enables the arrangement, booking and payment of any of the Accommodation between a User and an Owner
- (c) we do not own, manage, operate or have any right, title or interest whatsoever or any possession or control whatsoever in or over any of the Accommodation listed. The relevant Owner is solely and exclusively responsible to provide all information to the User to secure the booking of the Relevant Accommodation and to fulfil the booking made through the Website by the User;
- (d) except in relation to the Booking Deposit, we are not responsible and we are not liable under any circumstances whatsoever in relation to or in connection with the Accommodation listed or booked by the User or for the acts, misrepresentations, neglect, default, breach or omission of the Owner or the User.

3.2 HH may use reasonable efforts to verify the Listing posted on the Website in the following manner:-

- (a) Owner identification. HH may send its representative to visit the Owner face-to-face and that Owner's Listings may bear the HH tag "Known Owner" or similar after a representative of HH has so visited the Owner. References to "Owner" in the Website and under the Terms and Conditions shall not mean and include a "Known Owner", unless expressly stated.
- (b) Email address. HH may verify the email address registered by the Owner as stated in the Account opening application and the Owner's Listings may bear the HH tag "Verified Email Address" or similar once the email address has been verified and is able to receive from HH.
- (c) Phone number. HH may verify the phone number registered by the Owner as stated in the Account opening application and the Owner's Listings may bear the HH tag "Verified Phone Number" or similar once the phone number has been verified by the Owner and is able to receive phone calls and/or messages from HH.
- (d) Accommodation. HH may send its representative to visit and take photographs of the Listing and the photographs taken will be made available to the Owner to include in the Listing with a watermark or tag bearing the words "LIVEIN.COM" or similar wordings. All photographs taken by HH belongs to HH regardless of whether the Owner includes the photographs in their Listings. Notwithstanding that the images or photographs of the Listing may bear the aforesaid watermark or tag, it only provides photographic representation of the Listing at the time the photograph was taken and shall not be construed as any representation or warranty by HH. Any Accommodation that has been visited by HH's representative may also bear the HH tag "Visited by LiveIn" or similar.
- (e) Verified Listing. HH may attach a tag "Verified" or similar wording to a Listings (a "Verified Listing") to indicate that certain the details indicated in the Listing have been verified.

- 3.3 The use of "Known Owner", "Verified Email Address", "Verified Phone Number", "Visited by LiveIn", "Verified Listing" and any other similar tags indicate solely that a Listing has been verified in the applicable manner described above. They are not endorsements, representations, warranties, guarantees or certifications by HH of the identity, character, validity or any aspect whatsoever of an Owner or a Listing.
- 3.4 You must check the accuracy and the correctness of all Listings and the identity of the User or Owner as the case may be or any third party as we do not warrant nor represent its accuracy and/or correctness and we hereby expressly disclaim all obligations and/or liabilities to ensure that all such description on the Website about the Accommodation or Listing or the User or the Owner or that the Listing is true and/or accurate or is free from any error, typo graphical mistake, inaccuracy, incorrectness, falsehood or otherwise. All Listings are merely intended to assist the User to arrive at the User's own decision as to whether to book any of the Accommodation listed on the Website from the relevant Owner.
- 3.5 In using and continuing to use the Website, you hereby expressly unconditionally, irrevocably and unequivocally agree that you are using the Website at your own risk and you undertake, warrant, confirm and covenant with us that you shall not hold us liable and/or seek any legal and/or equitable remedy from us for any losses, costs, expenses and/or damages of whatsoever nature suffered and/or incurred by you and/or any third party whether as a direct and/or indirect result of

any error, typo graphical mistake, inaccuracy, incorrectness, misrepresentation or falseness of the information, image, price and/or description in relation of the Listing and/or quality, standard, fitness for occupation or security or safety whatsoever of any of the Accommodation listed or booked through the Website.

4. GRANT OF LICENSE TO LIST

- 4.1 HH grants you a non-exclusive, revocable license to use the Website upon these Terms and Conditions provided that:-
- (a) you will not copy, distribute or make any derivative works of the Website in any medium without prior written consent;
 - (b) you will not alter or modify any part of the Website other than may be necessary with our prior written consent to use the Website for its intended purpose;
 - (c) you will fully observe, comply and act in accordance with these Terms and Conditions and all applicable laws, rules and regulations.
- 4.2 If you are an Owner, you are advised to read these Terms and Conditions carefully and thoroughly before signing up an account with HH to list your Accommodation as usage of the infrastructure on the Website is subject to inter alia payment of the Platform Fee.
- 4.3 As an Owner, we grant you a limited, non-exclusive, non-transferable and revocable right to list your Accommodation on the Website.
- 4.4 You hereby expressly and irrevocably represent, warrant and covenant with us that at all times:
- (a) you are the registered, legal or beneficial owner and have the full legal right, title, interest or possession and control of the Accommodation and have full power, right and authority to list the Accommodation on the Website for rental in accordance with these Terms and Conditions;
 - (b) you have all consents, licenses and permits under all applicable laws that are necessary or required to provide us with the information, image, price and description of the Listing and to offer the Listing for rental in accordance with these Terms and Conditions;
 - (c) the Accommodation complies with all applicable laws, rules and regulations governing its use and the rental of the Accommodation does not violate or infringe any applicable laws or the rights, title or interest of any third-party;
 - (d) you have the full right, power and authority to agree to and perform these Terms and Conditions, and that doing so does not and will not violate any agreement or obligation to which you are bound under any agreements, contracts, applicable laws, rules and regulations; and
 - (e) have all the approvals, permits, licences and consents whatsoever required by any applicable laws and regulations to which you are subject to or that are necessary or required to list an Accommodation on the Website and to operate, manage and rent the Accommodation as contemplated in these Terms and Conditions.
- 4.5 You represent and warrant that you are in compliance with all the applicable laws of the jurisdiction where the Accommodation is located before listing the Accommodation for rent on the Website. It is your responsibility to review and strictly comply with all these applicable laws.

4.6 In Listing your Accommodation, you expressly and irrevocably agree, covenant and undertake to indemnify us and keep us fully indemnified from and against all claims, losses, expenses, damages, fines or penalties that we may suffer or incur arising out of or in connection with your breach of any of these Terms and Conditions, including any of your representations warranties.

5 LISTING

5.1 As an Owner, you shall be solely responsible for the accuracy, correctness, truthfulness and/or completeness of all the description and information provided for the Accommodation listed or to be listed on the Website including but not limited to the image, photo, information, location, capacity, size, features, availability, pricing, house rules, financial and tenancy terms and a valid physical and/or postal address of the Accommodation and Listing ("the Description"). You understand that all bookings will be made based on the Description and you are fully responsible for any and all Listings posted on the Website. You agree to indemnify us and hold us harmless from all losses, costs, expenses and damages of whatsoever nature suffered or incurred by us in connection with any claims in relation to or arising from your breach or misrepresentation of any Description.

5.2 We may, at our sole and absolute discretion and without prior notice to you and without any liabilities of whatsoever nature, reject, delete or remove all or any part of the Description published or to be published on the Website for any reason, including if we discover any misrepresentation.

6. COVENANTS ON USE OF WEBSITE

6.1 You expressly unconditionally, irrevocably and unequivocally covenant, warrant, represent and undertake as follows:-

- (a) You shall not use the Website for any purpose which is illegal, unlawful, immoral, unethical or prohibited by these Terms and Conditions or by law which include but without limitation dissemination or publication of any information or statement which is defamatory, political in nature or seditious;
- (b) Your description and personal data as described in the Website is true and accurate in all material aspects and you are not under any disabilities or disqualification under any law which prohibit you or restrict your rights to enter into a valid contract and to create legally binding obligations for any liabilities which you may incur as a result of the use of the Website;
- (c) You shall not store, copy or otherwise use any information contained on the Website except for the purpose of browsing or making a search, booking, paying, creating a listing, accepting a booking or using any of the services of the Website;
- (d) You shall not infringe the rights of any person or entity, including but without limitation to their intellectual property, privacy, publicity or contractual rights;
- (e) You shall not interfere with or damage the Website including but without limitation through the use of viruses, cancel bots, Trojan Horses, harmful code, flood pings, denial-of-service, packet or IP spoofing, forged routing or electronic mail address information or any similar methods or technology;
- (f) You shall not use the Website to transmit, distribute, post or submit any information concerning any other person or entity, including but without limitation photographs or personal contact information of others without their permission;

- (g) You shall not use the Website in relation to distribution, uploading, publishing or posting of any unsolicited advertisement;
- (h) You shall not stalk or harass any other user or the owner of the Website;
- (i) You shall not register more than one (1) account for yourself or for and on behalf of any other except for your own account;
- (j) You shall not recruit or solicit any of the Owner or User to join or procure the service of any third-party or other website which provides services similar to those provided by us;
- (k) You shall not hold us liable for any damages, losses, costs or expenses of whatsoever nature suffered or incurred by you or any third-party as a direct or indirect result of the inaccuracy, incorrectness, incompleteness or error of the information or personal data provided by anyone whether forwarded by or obtained from the Website or as a consequence of any Listing made on the Website or any booking made or generated from or through the Website;
- (l) You expressly represent, warrant and undertake that all the personal data which you have provided to us for the purpose of facilitating the opening of the account to use of the Website whether as User or Owner are accurate, correct and free from any intentional or unintentional omission, error, typo graphical mistake, inaccuracy, incorrectness, falseness or otherwise.

7. NO WARRANTY OR REPRESENTATION

- 7.1 Apart from the limited verifications set out in Clause 3, we do not warrant or represent under any circumstances or in any way any Description, Listing or Accommodation, or the identity, character or information of any Owner or User. It is your personal duty and responsibility to check and conduct all due diligence necessary through your investigation or interaction communication with each other through HH before making any decision to make and/or accept any booking or payment for an Accommodation.
- 7.2 If there should be any misrepresentation, error, incorrectness, mistake or inaccuracy of the Description and/or any information on the Owner or the Listing, the Owner has the absolute right and discretion to rectify such inaccuracy, error, incorrectness or typographical mistake at any time before the booking of the User is confirmed.
- 7.3 At all times, it is the sole duty and responsibility of the User to check the Description and to get confirmation of the Description before making a booking or payment using the Website.
- 7.4 You undertake, confirm, agree, warrant and covenant with us that you are using the Website and the services voluntarily at your own risk and shall not hold us liable or seek any legal or equitable remedy from us for any damages, expenses, costs or losses or damages of whatsoever nature suffered or incurred by you and/or any third-party as a direct or indirect result of using the Website and the services provided.

8. STANDARD AND QUALITY OF THE LISTING

- 8.1 Apart from the limited verifications set out in Clause 3, we make no representation or warranty whatsoever of any Accommodation listed on the Website. Listings are not warranties, endorsements or representation by us that the Accommodation exists, is fit for any purpose, is of any particular quality or standard or is tenable.

- 8.2 We shall not be liable to you or any third-party for any injuries, losses, damages, costs or expenses suffered or incurred arising from any misrepresentation by the Owner or Description or in the event that the Accommodation is not suitable for your purpose, is not of a particular quality and standard, or is not available on the Check-in Date.
- 8.3 At all material times, it is your duty and responsibility to exercise due diligence and care to verify the Owner and the Accommodation through the physical inspection of the Accommodation before deciding whether to book or when booking and making payment for the Accommodation. Any arrangement for viewing the Accommodation can be made through HH by sending a request to HH's customer support team via phone call, sms, wechat or chat service.

9. BOOKING OF ACCOMMODATION

- 9.1 You may view the Listing as an unregistered visitor but if you wish to book any of the Accommodation listed, you are required to first register to create an account and provide all the information requested in the Account opening application to become a registered User. You may also register to create an account by logging into your account with certain third-party social networking sites ("SNS") (including but not limited to Facebook and Google) ("Third Party Account") via the Website. In order to do this, you may link your HH's account with any Third-Party Account by providing your Third-Party Account logging information to HH through the Website and allowing HH to receive certain information from your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of any Third-Party Account.
- 9.2 Once the User has selected a Listing to book, the User shall send a Booking Request to the Owner through the Website. The User may send different Booking Request to different Owners or to the same Owner for different Listing that the User is interested to book until the User has received a Booking Request Acceptance but only one Booking Request can be sent for each of the Listing.
- 9.3 The User is solely and absolutely responsible for all the booking which is made by the User or any third-party using the User's log-in username and password, regardless as to whether it is with or without the User's authorization, consent or otherwise.
- 9.4 The Owner shall not vary, alter or modify the Description once the Owner has received a Booking Request for the Accommodation. If the variation, alteration or modification is unavoidable then the Owner shall reject the Booking Request before the Owner can make any variation, alteration or modification on the Description.
- 9.5 A Booking Reminder will be generated by the system to the relevant Owner to notify the relevant Owner of a Booking Request sent by a User to the relevant Owner to remind the relevant Owner to respond to the Booking Request on whether to accept or reject the Booking Request within a time period of twenty-four (24) hours commencing from the time of the Booking Request sent by the User. If no response is received upon the expiry of twenty-four (24) hours as aforesaid, the Booking Request automatically lapses.
- 9.6 The Owner and the User agree that both parties shall use their best endeavour to respond to HH within all the time frames stated for all enquiries, replies or complaints or correspondences in accordance with these Terms and Conditions.
- 9.7 Upon an acceptance, the Owner shall send a Booking Request Acceptance to the User and HH simultaneously through the Website. Receipt of the Booking Request Acceptance by HH shall constitute an unequivocal and unconditional request and authorization by the Owner to HH to issue

a Booking Acceptance Reminder and a Payment Reminder to the User to make payment of the Booking Deposit to HH to enable the User to reserve the booking with the Owner.

- 9.8 The User shall within twenty-four (24) hours from the issuance of the Booking Acceptance Reminder and Payment Reminder make payment of the Booking Deposit which shall be equivalent to one month's advance rental of the Relevant Accommodation to HH and as Booking Deposit which shall be non-refundable save and except under the circumstances stated in Clauses 18 or 19 of the Terms and Conditions to secure the Relevant Accommodation failing which the Owner's Booking Request Acceptance for the Relevant Accommodation automatically lapses.
- 9.9 The Booking Request Acceptance shall constitute a reservation of the Relevant Accommodation until after the Booking Deposit is received by HH and the Confirmation Email is issued to the User.
- 9.10 The Owner agrees that once the Owner has accepted the Booking Request of the Relevant Accommodation, the Owner shall ensure that the Relevant Accommodation will be available throughout the duration of the period of time stated in the Booking Request and that such obligation will only come to an end if and only if the Owner has not received a Payment Acceptance Notification from HH stating that the Booking Deposit has been received and the Confirmation Email has been issued.
- 9.11 Once the Payment Acceptance Notification and the Confirmation Email is issued simultaneously to the Owner and the User respectively, the Owner shall make the Relevant Accommodation available for the User to check-in during the Check-in Period on the Check-in Date.

10. MODE OF PAYMENT

Payment of the Booking Deposit may be made by the User to HH via either one of the following modes of payment:-

- (a) online transfer through eGHL payment gateway;
- (b) credit card or debit card; or
- (c) PayPal.

11. FOREIGN CURRENCY

- 11.1 HH understands that the Owner and User may prefer to pay and to receive payments in different currencies, which may require conversions of foreign currency to accommodate these differing currency preferences. Each foreign currency conversion is processed at a foreign currency conversion rate. Please note that currency conversion rate will vary from time to time and are processed at the conversion rate and the conditions of the payment provider of the paying party.
- 11.2 Any loss suffered arising from any currency conversion shall be borne by the Owner or the User where applicable.

12. CONFIRMATION

- 12.1 Once HH has received the payment of the Booking Deposit in cleared funds, a Payment Receipt and Confirmation Email will be issued to the User and a Payment Acceptance Notification will be issued to the Owner simultaneously. The Relevant Accommodation shall not be deemed available for the User for check-in until the Confirmation Email is issued to the User.
- 12.2 Both the Owner and the User unconditionally agree that the Confirmation Email constitutes a legal, valid and binding contract between the Owner and the User for the Relevant Accommodation, upon

the terms stated in the Confirmation Email. The User and the Owner agree that HH is not a party to the contract or agreement between the Owner and User, who are the only contracting parties for the Relevant Accommodation and alone liable to perform each party's obligations for the Relevant Accommodation as stated in the Confirmation Email.

- 12.3 The Owner shall not cancel a confirmed booking and shall maintain the Relevant Accommodation for the User once the Confirmation Email has been issued to the User. If the Owner cancels a confirmed booking on or before the expiry of the Check-in Period on the Check-in Date stated in the Confirmation Email, we are expressly and unconditionally authorized by the Owner to refund to the User the Booking Deposit paid to HH without any further reference to the Owner. Upon such an occurrence, we may at our discretion blacklist the Owner, cancel the Owner's Listing or terminate the Owner's Account without any warning or liability whatsoever to the Owner.
- 12.4 In the event that the Relevant Accommodation, should become unavailable for any reasons beyond the reasonable control of the Owner, the Owner shall forthwith notify us to refund the Booking Deposit to the User whereupon we shall have no liability or responsibility whatsoever to the Owner or User.
- 12.5 The Confirmation Email will contain the Check-in Code, Check-in Date, Check-in Period and the tenure of the tenancy. Accordingly, we strongly advise the User to check such Confirmation Email carefully and thoroughly in order to ascertain that the information contained therein is accurate, correct and error free.
- 12.6 In the event that the User should discover any discrepancy in the Confirmation Email, the User shall inform us in writing of such discrepancy within twenty-four (24) hours from the time such Confirmation Email is sent by HH to the User ("the Rectification Period").
- 12.7 Upon the expiry of the Rectification Period, all the information provided in the Confirmation Email shall be deemed correct, accurate, complete and error free. If there are any errors in the Confirmation Email, the Relevant Accommodation shall not be deemed booked until the rectification is done. No rectification shall be entertained after the expiry of the Rectification Period.
- 12.8 In the event the User fails, neglects or omits to inform us of the rectifications required for the information contained in a Confirmation Email within the Rectification Period, we shall not be liable to the User under any circumstances whatsoever for any damages, losses, costs or expenses of whatsoever nature suffered by the User or any third-party which resulted directly or indirectly from the incorrectness, inaccuracy or incompleteness of the Confirmation Email..
- 12.9 The User further acknowledges and agrees that the User may be required to enter into a tenancy agreement with the Owner and the User agrees and acknowledges that the User is fully responsible for and to accept all terms, conditions, rules and restrictions imposed or set out by the relevant Owner governing the use, occupation and rental of the Relevant Accommodation upon check-in.
- 12.10 Accordingly, the User is advised to make full enquiry and be conversant with all terms imposed by an Owner before making a Booking Request and agrees, confirms and acknowledges that the User shall be solely and exclusively responsible for performing and complying with all the terms, conditions, rules and restrictions governing the rental of the Relevant Accommodation with the Owner.

13. NOT A PARTY OR AGENT OR PARTNER

- 13.1 HH is not a party to any oral, written or other agreement between the Owner and User for the booking or rental of any Accommodation, directly or indirectly through the Website.

- 13.2 No agency, partnership, joint venture or employment is created between you and HH as a result of the Terms and Conditions or your use of any part of the Website.
- 13.3 These Terms and Conditions constitute the sole and entire agreement and contract between you and HH on the use of the Website.

14. CHECK-IN

- 14.1 The User shall check-in to the Relevant Accommodation on the Check-in Date and before the expiry of the Check-in Period.
- 14.2 In the event that the User is unable to check in before the expiry of the Check-in Period, the User is required to contact the Owner, or HH if the Owner is unreachable, for an extension before the expiry of the Check-in Period, failing which a “NO SHOW” will be deemed to have occurred and Clause 16 shall apply. Such request for extension may be accepted or rejected in the Owner’s discretion.
- 14.3 The User is required to submit the Check-in Code as provided in the Confirmation Email to the relevant Owner after the inspection of the Relevant Accommodation by the User on the Check-in Date and after the User is satisfied with the conditions of the Relevant Accommodation. The Owner shall collect and submit the Check-in Code from the User to HH to claim for the release of the Balance Deposit subject only to Clause 18.5.
- 14.4 No Booking Deposit is refundable once it has been released to the Owner under Clause 15.5. Accordingly, we strongly advise the User to notify us of any changes made to the Check-in Period or Check-in Date by sending us an email or contacting our customer service department as soon as practicable before the expiry of the Check-in Period. We shall not be liable to the User under any circumstances whatsoever for any damages, losses, cost, or expenses of whatsoever nature suffered by the User or any third party due to the failure of the User to notify us of such changes or after the Balance Deposit has been released to the Owner.

15. FEES

- 15.1 Usage of the Website and platform is free for User.
- 15.2 Listing of any Accommodation by any Owner on the Website is all free.
- 15.3 Notwithstanding Clause 15.2, Owner fully agrees and confirms that in consideration for the use of the infrastructure of and on the Website, HH is entitled at its absolute discretion to charge Owner a fee for providing the platform for direct dealings, communicating and booking between Owner and User.
- 15.4 Accordingly, Owner agrees and undertakes to pay any and all such fees (“the Platform Fee”). HH’s Invoice will be issued to the Owner on or after with the issuance of the Confirmation Email to the User. Owner irrevocably and unconditionally agrees and consents for the Platform Fee to be unilaterally deducted from the Booking Deposit held by HH before the release of the Balance Deposit to the Owner under Clause 15.5.
- 15.5 Subject to Clause 18.5, the Booking Deposit less the Platform Fee (“Balance Deposit”) in respect of the Relevant Accommodation will be released to the Owner not later than seven (7) working days from the latest of (a) the date of the receipt by HH of the relevant Check-in Code under Clause 14.3, (b) upon the expiry of the Complaint Period, (c) upon the expiry of any other Check-in Period which may be mutually agreed between the User and Owner and conveyed to HH in writing under Clause 14.2, (d) upon a “NO SHOW” under Clause 16, and (e) an early cancellation under Clause 17.

16. NO SHOW

16.1 In the event that the User fails, neglects or omits to turn up on or before the expiry of the Check-in Period or any other time and date which may be mutually agreed between the User and the Owner, (save and except the relevant Owner has agreed to the request of the User for such delay subject to Clause 14.2), the Booking Deposit shall be automatically forfeited and shared equally between the relevant Owner and HH and the User shall have no further rights to the Relevant Accommodation or to make a claim from us or the relevant Owner and the relevant Owner shall be entitled to re-post the Relevant Accommodation as a new Listing without any further reference to the User.

17. EARLY CANCELLATION

17.1 In the event that the User fails, neglects or omits to turn up on or before the expiry of the Check-in Period or any other time and date which may be mutually agreed between the User and the Owner, (save and except the relevant Owner has agreed to the request of the User for such delay subject to Clause 14.2), the Booking Deposit shall be automatically forfeited and shared equally between the relevant Owner and HH and the User shall have no further rights to the Relevant Accommodation or to make a claim from us or the relevant Owner and the relevant Owner shall be entitled to re-post the Relevant Accommodation as a new Listing without any further reference to the User.

17.2 Without prejudice to Clause 17.1, in the event that the User wishes to cancel the confirmed booking before the commencement of the Lock-in Period (“Early Cancellation”), the User is required to send us a written cancellation request, and the Owner irrevocably and unconditionally authorizes HH to refund the Booking Deposit to the User without any reference to the Owner within seven (7) working days from the date of receipt of such cancellation request.

17.3 Notwithstanding any cancellation, the Owner agrees and undertakes to pay the Platform Fee due and owing to HH for the Relevant Accommodation once a Confirmation Email has been sent to the User.

18. REFUND OF BOOKING DEPOSIT

18.1 The Owner agrees that any Booking Deposit paid by the User to HH pursuant to Clause 9.8 shall be refunded by HH to a User without any reference whatsoever to the Owner under the following circumstances:-

- (a) the Relevant Accommodation at Check-in does not match the Description of the Relevant Accommodation;
- (b) the Relevant Accommodation is unsanitary or unfit for human habitation;
- (c) the Owner refuses to allow the User to check-in before the expiry of the Check-in Period;
- (d) the Owner cancels the confirmed booking of the User on or before the Check-in Date;
- (e) the Relevant Accommodation becomes unavailable under Clause 12.4 before the Check-in Date; or

18.2 The Booking Deposit will be refunded to the User not later than thirty (30) working days from the date we are in receipt of the User’s complaint based on any of the grounds stated above without any reference whatsoever to the Owner if we are satisfied that the User’s complaint is authentic and genuine and in the event of a dispute, our decision shall be final and binding on the User and the Owner.

18.3 All refunds or releases of the Booking Deposit or Balance Deposit whether to the User or Owner as the case may be shall be subject to currency risk arising through any currency transaction and all currency risk shall be borne by the User or Owner as the case may be.

19. AMENDMENT TO CONFIRMED BOOKING

- 19.1 The User is not entitled to amend, alter or vary any Check-in Date or the tenure of the tenancy stated in the Confirmation Email once it is confirmed unless the relevant Owner agrees in writing.
- 19.2 As such, we strongly recommend the User to contact the Owner directly in the event the User needs to amend, alter or vary the Check-in Date or the tenure of the tenancy stated in the Confirmation Email.
- 19.3 The User and the Owner are required to notify us in writing of any amendment, alteration or variation to the Check-in Date or the tenure of the tenancy within twenty-four (24) hours of the amendment, alteration or variation failing which all information stated in the Confirmation Email shall prevail.

20. REFERRAL PROGRAM

- 20.1 As a User, you may participate in HH's Referral Program by referring your friends to make a booking via HH's website after he/she has successfully signed up for a new account with HH. You will receive a HH's Referral Reward (as defined below) for each of the Qualifying Referral (as defined below). HH's Referral Reward is a sum of money that may be credited into your bank account which you have registered with HH upon the completion of the Qualifying Referral process in Clause 20.2.
- 20.2 If you choose to participate in the HH's Referral Program then you shall ensure that all the following requirements are met ("Qualifying Referral") so that you are eligible to claim the HH's Referral Reward:-
- (a) You must log in to your HH's account on HH's Website and click on "Invite Friends" button in your account's dashboard;
 - (b) You must share the link provided with your friends via certain third-party social networking sites ("SNS"), or by sending invitation email to your friends' email through HH or by copying and pasting the unique referral link provided in an email to your friends;
 - (c) Your friends who have received the invitation email from HH or the unique referral link from you or any third-party SNS must register a new account with HH by accepting the invitation contained in HH's email or clicking the unique referral link contained in your email;
 - (d) After registering an account with HH, your friends must request a booking of an Accommodation which is accepted by the relevant Owner and such booking is deemed successful after HH has issued a Confirmation Email to the relevant User in accordance with Clause 12.1; and
 - (e) No occurrence of any of the events of refund as provided under Clause 18.1.
- 20.3 You agree and warrant that you will circulate or share the unique referral link only to your personal friends. You further agree not to publish or distribute the link or cause the link to be published or distributed on or via methods, platforms and media where you have no reasonable basis for believing that all or most of the readers or recipients are your personal friends.

21. LINKS AND ADVERTISEMENTS

- 21.1 The Website may contain advertisements or links to any third-party websites. You agree that we are not responsible and shall not be held liable for the contents, products or services available on or promoted by those websites.
- 21.2 The advertisements or links are not any endorsements by us of the contents, products or services available from or promoted by the relevant websites, advertisements or links.
- 21.3 You assume full responsibility for and all risks arising from the use of any of the contents, products or services available from or promoted by the relevant websites, advertisements or links.

22. DAMAGE TO ACCOMMODATION AND EXCLUSION OF HH'S LIABILITY

- 22.1 The User is solely responsible for leaving the Relevant Accommodation in the condition as it was in when the User checks-in, fair wear and tear excepted.
- 22.2 The User acknowledges and agrees that the User is solely and exclusively responsible for the User's acts and omissions and also the acts and omissions of any individuals whom the User invites to or otherwise provides access to the Relevant Accommodation.
- 22.3 HH recommends and advises all Owners to obtain the appropriate insurance for their Accommodation and for any claims which may be made by a User against an Owner.
- 22.4 In using the Website, you agree and undertake not to attempt to impose any liability or seek any legal remedy from HH with respect to any acts or omission by any Owner or User or other third parties using the services of the Website. You agree that any legal remedy or liability that you seek to obtain for actions or omissions of Owner or User or any third parties will be limited to a claim against the relevant party which caused you loss or harm by their direct or indirect act or omission.
- 22.5 Your claim if any against HH is strictly limited to a claim for the release of the Booking Deposit or Balance Deposit or for the refund of the Booking Deposit as the case may be.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1 All trademarks, service marks, logos, trade names and other proprietary designs used in connection with the Website and its services are our intellectual property.
- 23.2 The Website contains copyright material, trade names and other proprietary information, including but not limited to text, software, graphics and any other material available on or through the Website. The entire contents of the Website are protected by copyright and intellectual property laws of Malaysia or any other country in which such copyright and intellectual property is registered. You are strictly prohibited to modify, publish, transmit, participate in the transfer or sale of, create derivative works, or in any way exploit, any of the contents, in whole or in part.
- 23.3 Copyright of the Website and all contents are owned by us and all rights are reserved. The Website is protected by copyright.

24. PRIVACY POLICY

You agree that our Privacy Policy (as may be updated from time to time) governs HH's collection and use of your personal data.

25. MAPS

Please note that the maps embedded on the Website are provided by Google and subject to Google Maps / Earth Additional Terms of Service.

26. SUSPENSION AND/OR TERMINATION OF OWNER'S / USER'S ACCOUNT

- 26.1 You fully agree that we may, in our absolute discretion and without any liability whatsoever to you, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate and/or cancel your account with us.
- 26.2 We may in our discretion and without any liability whatsoever to the Owner, at any time, suspend, terminate or cancel the Owner's account or any listing published on the Website upon the occurrence of any of the following events:-
- (a) the Owner fails, neglects or refuses to respond to the User's booking request or any other queries or correspondences by the User or HH to the Owner in a timely manner; or
 - (b) the Owner breaches, fails, neglects or refuses to observe or perform any of its duties and responsibilities under these Terms and Conditions; or
 - (c) upon the occurrence of any of the events of refund as stated in Clause 18.1.
- 26.3 We may take all or any the following actions with or without prior notice or any explanation to you and without being liable to you under any circumstances whatsoever:-
- (a) Deactivate, suspend or close your account immediately;
 - (b) Restrict all access to the Website;
 - (c) Cancel and terminate all and any pending and/or future bookings;
 - (d) Withdraw all Listings on the Website.

27. LIMITATION OF LIABILITY & DISCLAIMER

- 27.1 You agree that we are strictly an online platform through which Owner create Listing for Accommodation and of which User may browse, search, book and pay for the booking of any Accommodation directly with the relevant Owner. You agree that we are not a party to any contract or agreement between the User and the Owner, whether oral or written, for the booking, reservation, confirmation or other dealing of the Accommodation and any contract relating to the Accommodation is strictly entered into directly between the User and the Owner who are the sole parties to the contract for the Relevant Accommodation.
- 27.2 You agree that HH is not a real estate broker, agent, insurer or arbitrator and HH has no control whatsoever over the conduct of any Owner or User, any Description or the identity of any Owner or User or third party.
- 27.3 You agree that we shall have no responsibility, liability or obligation whatsoever to you with regards to all and any of the following:
- (a) the accuracy, correctness, truthfulness or completeness of any Description, Accommodation or Listing or any information or identity of any Owner or User;
 - (b) the fulfilment of any booking made by the User through the Website;
 - (c) the quality, standard and availability of the Listings or the Relevant Accommodation;

- (d) the accuracy and correctness of the ratings and reviews published on the Website;
- (e) any error or failure or delay in issuing or, sending any reminders or confirmation, or sending or responding to any exchanges or emails to you;
- (f) any circumstances which are beyond our control including and not limited to a breakdown of the Website or a non-availability of any service at any time and from time to time; or
- (g) any losses or damages suffered by you including and not limited pecuniary or other losses whatsoever,

and we fully disclaim all liability in this regard to the maximum extent permitted by law.

- 27.4 We shall not be liable for any injury, loss, claim, damage, special, exemplary, punitive, indirect, incidental or consequential damages of any kind, any loss of profits, loss of opportunities, loss of use or loss of monies, whether based in contract, tort, negligence, equity, strict liability, statute or otherwise, which arises out of or is in any way connected with (i) any use of the Website; (ii) any failure or delay including but not limited to the use or inability to use any component of the Website; or (iii) the performance or non-performance by us, even if we have been advised of their possibility or they are reasonably foreseeable.
- 27.5 You agree that we, our directors, employees, agents and affiliates shall not be liable to you or any third-party for any losses, damages, costs or expenses arising out or in connection with the use of any of the information, services or material provided through the Website even if we have been advised of the possibility of such loss or damage or such loss or damage are reasonably foreseeable.
- 27.6 If, notwithstanding the foregoing, we are found to be liable arising out of or in connection with these Terms and Conditions, any service or infrastructure provided through the Website (as opposed to any service provided by the relevant Owner for whom we are not responsible) or any of the functions or use of the Website, to the full extent permitted by law, you agree that our maximum liability in contract, tort, negligence, strict liability, under statute or otherwise to you shall not under any circumstances exceed the relevant Platform Fee that we have received. Our liability to you shall be reduced to the extent, if any, to which you or any third-party contributed to the loss or damage.

28. INDEMNITY

You agree warrant, covenant, agree and undertake to indemnify and keep us fully indemnified from and against any and all liabilities, claims, costs, damages or any other losses of whatsoever nature howsoever arising out of or in connection with, caused by or otherwise attributable to any breach by you or any third-party who your into your Account, with or without your consent or authorization.

29. TIME OF ESSENCE

Time wherever mentioned shall be of the essence.

30. CHANGES TO THE WEBSITE OR TERMS AND CONDITIONS

- 30.1 We may, in our absolute discretion to change, suspend or discontinue any aspect of the Website at any time including the availability of any features, data or contents and may also impose limits on certain features or services or content or restrict your access to parts of the Website without any notice or liability. We also reserve the right to modify, vary or alter any or all of these Terms and Conditions without your consent, including but without limitation the amount of the Platform Fee, at any time without prior notice to you and without any liability to you or any third-party.

30.2 By continuing to use the Website after any modification on the Website including the Terms and Conditions, you agree to be bound by the modified Terms and Conditions. You shall cease to use the Website immediately if the modified Terms and Conditions are not acceptable to you.

31. GOVERNING LAW, JURISDICTION AND FORUM

31.1 These Terms and Conditions contained shall be construed in all respects in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction over all matters arising from these Terms and Conditions.

31.2 If you are accessing the Website from outside of Malaysia, you do so on your own initiation and are responsible for all local laws, if and to the extent that such local laws are applicable and you irrevocably and unconditionally agree and consent that any cause of action that you may submit in connection with the use of the Website in accordance with these Terms and Conditions shall be filed in the Courts of Malaysia which shall be the exclusive forum and venue for any legal disputes between HH and you.

32. NOTICES

32.1 Unless otherwise specified herein, all notifications, reminders, confirmation or other communications issued by you shall be deemed to have been delivered in the case of email when HH's system shows that the email has been delivered to your registered email address as stated in your account with no failed delivery notification has been received by HH.

32.2 HH shall not be responsible for any failure or delay in sending notifications or reminders to you and you shall be responsible to log in to your account registered with HH to check for all messages or notifications.

33. SEVERABILITY

In the event that any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the laws governing these Terms and Conditions or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of these Terms and Conditions and these Terms and Conditions shall then be construed as if such unenforceable illegal or invalid provisions had never been contained herein.