

AURELIAN LAND SDN BHD

TERMS OF USE

1. General

1.1 Please read these terms carefully. By using this website <https://www.aurel.com.my> ("Site") or any services available here (collectively referred to as the "Services"), you agree that you have accepted and agree with these Terms of Use, and warrant that you are authorized and permitted to do so (whether on your own behalf or on behalf of the person, entity, business or company you represent). If you do not agree to these Terms of Use, please do not use this Site or Services.

1.2 These Terms of Use together with our Personal Data Protection Notice govern Aurelian Land Sdn Bhd (Company No. 201001039996 or 923921-M) and the Aurelian Group's (collectively referred to as "Aurelian" or "Company") relationship with you in connection with this Site/Services.

1.3 Aurelian reserves the right to modify, vary and change these Terms of Use at its discretion. Such modifications, variations and changes to the Terms of Use shall be effective upon the posting of an updated version at <http://www.aurel.com.my>. The continued use of the Site or Services after any such changes, shall constitute your agreement to such changes.

2. REGISTRATION AND ACCOUNT

2.1 To access certain Services, you may be requested to register by creating an online profile and activating your account. Please note that if you do not provide the requested information and/or documentation, you may not be able to complete and submit your application or have access to the full scope of Services.

2.2 You agree to provide accurate and complete information when you register and to keep that information updated and accurate. When registering an account, you shall not use as an account/user name the name of another person/entity with the intent to impersonate that person/entity. We reserve the right to refuse registration of an account or suspend or cancel it at our discretion.

2.3 Please be reminded that you are responsible for keeping your username and password confidential and secure and preventing unauthorized access to your profile and account. You are solely responsible for all activities occurring through or using your username, password, profile or account and you agree to inform us of any actual or threatened breach of any of the same. We are not responsible for any loss or damage arising from any use of your account or username or any breach of these obligations.

3. REPRESENTATIONS AND WARRANTIES

3.1 By using the Site/Services and/or registering an account, you expressly represent and warrant that you are legally entitled to accept and agree to these Terms of Use and to register and/or use the account.

4. ACCESS RIGHTS, YOUR SUBMITTED INFORMATION & SERVICES

4.1 Subject to you complying with these Terms of Use and the registration requirements (so far as applicable), we grant to you a limited, non-exclusive, non-transferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under

these Terms of Use and any separate agreement(s) you may have entered into with us (“Access Rights”). We reserve the right, in our sole discretion, to deny or suspend use of the Site or Services for any reason.

4.2 You agree that you will not, and will not attempt to: (a) impersonate any person or entity; (b) use the Site or Services to violate any applicable law, regulations or guidelines; (c) reverse engineer, disassemble, decompile, or translate any software or other component of the Site or Services; (d) distribute viruses or other harmful or invasive computer code through the Site; (e) abuse, defame, libel, threaten, intimidate, harass, offend or annoy any person or entity; (f) use the Site or Services in any way which may be obscene, offensive, indecent, seditious, inappropriate, objectionable or unacceptable as we may determine; (g) use the Site or Services in any way which may interfere with or disrupt their proper functioning or our systems or networks; (h) reproduce, duplicate, copy, resell, or exploit for any commercial purposes, any portion of or access to the Site or Services; (i) frame or mirror any part of the Site; (j) create links that are misleading, unfair or illegal or which suggest an association, approval or endorsement by us (where in fact there is none); or (h) otherwise use the Services or Site in any manner that exceeds the scope of use granted above.

4.3 The Site may provide links to third party or other portals, sites and websites. We are not in any way responsible for such external sites and your use of such sites is solely at your own risk.

5. INTELLECTUAL PROPERTY

5.1 Aurelian and its licensors and providers (where applicable), shall own all right, title and interest, including all related intellectual property, proprietary and confidentiality rights, in and to the Site and all its contents, including without limitation the software, text, materials, compilation of information, images, videos, displays, audio and design which are protected by applicable intellectual property and other laws. These Terms of Use do not convey to you any rights of ownership in or related to the Services or Site or any intellectual property rights owned by Aurelian and/or its licensors or providers.

5.2 The Aurelian name, logo, and certain other material on the Site constitute trade marks or other intellectual property rights of Aurelian or its licensors/providers or other parties and no right or license is granted to use them. You must not reproduce, distribute, modify, communicate to the public, download or transmit any of the material on this Site except as expressly permitted by these Terms of Use.

6. TERMINATION

6.1 You may deactivate your account and end your registration at any time, for any reason by sending an email to info@aurel.com.my or call +603 67333222 or in accordance with these Terms or Use. Aurelian may suspend or terminate your use of the Site/Services, your account and/or registration for any reason at any time. Without prejudice to the generality of the foregoing, you hereby agree that Aurelian is entitled to terminate these Terms of Use immediately in the event that you are in breach of any of its terms.

6.2 Following termination or deactivation, you will have no further access to your account or the Services.

6.3 Upon termination, the provisions of these Terms of Use that are intended to continue in force, will continue to do so.

7. DISCLAIMER OF WARRANTIES

7.1 You expressly agree that use of the Site and/or Services is at your sole risk. The Site and Services are provided on an “AS IS” and “AS AVAILABLE” basis. We do not warrant that access to this Site will be uninterrupted or error-free or that defects in the Site will be corrected or that any information will be timely, accurate or complete. Aurelian expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, value and accuracy of data or timeliness. We do not warrant that the Site or any other digital resources are free from viruses or any harmful or malicious code.

7.2 We do not approve or endorse and are not responsible for any material or information provided by third parties on or through the Site.

8. INDEMNITY

8.1 You agree to indemnify, defend and hold harmless Aurelian, its officers, directors, employees, agents, representatives, subsidiaries, affiliates, licensors, partners and suppliers, harmless from and against any claim, actions, demands, liabilities, costs, expenses and settlements, including without limitation reasonable legal fees (collectively, “Claims”), resulting from, or alleged to result from, any use of the Site or Services or any breach of these Terms or Use.

9. PERSONAL DATA PROTECTION

9.1 You agree and consent to Aurelian using and processing your information (or any information you provide) in accordance with our Personal Data Protection Notice.

10. GENERAL

10.1 This Terms of Use shall be governed by Malaysian law.

10.2 If any part of these Terms of Use is held to be invalid or unenforceable, such part shall be deleted and the remaining provisions shall be enforced to the fullest extent under law.

10.3 The failure of Aurelian to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Aurelian in writing.

11. HELPDESK

11.1 We operate a helpdesk and will always try to resolve any queries, complaints or disputes regarding this Site or our Services when they first arise. Please provide details of any queries, complaints or comments by info@aurel.com.my. Our Aurelian team may also contact you (through your provided contact details) to follow-up on any part of your request or communication with us.