

TERMS OF SERVICE

1. Acceptance of these Terms

- 1.1 These Terms of Service ("**Terms**") govern your use of the products and services made available by SofaX Sdn Bhd ("**SofaX**", "**we**", "**us**" or "**our**"), including but not limited to our SofaX mobile application ("**SofaX App**") and sofaX.com website (collectively referred to as the "**SofaX Platform**") and all services provided therein ("**Services**").
- 1.2 Our Services include (1) an online platform service for our partner merchants, service providers and third-party sellers ("**Sellers**") to display and advertise their products and/or services, and (2) a tool for our users to enjoy our Services. The actual contract for sale is directly between the users and Sellers, and we are neither a party to nor accept any obligations in connection with any such contract.
- 1.3 By using the Services, you represent and warrant that you are at least 18 years of age or have reached the legal age for giving consent under the applicable laws in your country ("**Legal Age**"). If you are under the Legal Age, your parent or guardian must agree to these Terms on your behalf.
- 1.4 By using the Services, you agree (whether on behalf of yourself or the entity that you represent) to these Terms as well as the Privacy Policy incorporated herein. If you do not agree to any of the Terms, please do not use the Services.
- 1.5 We reserve the right to amend, modify, or revise these Terms at any time and without prior notice. The amended, modified, or revised Terms shall be effective once they have been published on the SofaX Platform. You agree to such amendments, modifications, or revisions by your continued use of the Services. These Terms shall supersede any prior terms and conditions or agreements that may have been in effect.
- 1.6 Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

2. Account

- 2.1 To use certain features of the Services, you need to register for an account on the SofaX App ("**Account**") by providing personal information. By doing so, you represent that:
 - (a) all the information you submit is accurate, complete, not misleading, and up to date; and
 - (b) you will keep such information accurate by promptly notifying us of any changes and updating it accordingly.

- 2.2 You are solely responsible for:
- (a) maintaining the confidentiality and security of your Account's password; and
 - (b) all activities that occur on your Account, whether or not you authorized them.
- 2.3 If your Account is used without your authorization, you must notify us immediately of any unauthorized use or breach of security. We are not responsible for any direct or indirect loss or damage resulting from unauthorized use or breach of security. To the extent permitted by law, we reserve the right to claim from you any losses that we may suffer as a result of such unauthorized use or breach of security.
- 2.4 You may delete your Account at any time by following the instructions on the SofaX Platform.
- 2.5 We may, at our sole discretion and without prior notice, suspend, freeze, or terminate your Account for any reason, including but not limited to:
- (a) extended periods of inactivity;
 - (b) Accounts believed to be duplicates;
 - (c) abuse of the SofaX Rewards Programme (defined hereinafter);
 - (d) behaviour that is or may be harmful to us, other users, or third parties;
 - (e) any of your representations and warranties is found to be untrue, false, or inaccurate; or
 - (f) breach of any of the Terms herein.
- 2.6 Notwithstanding any provision to the contrary, if you breach any of the Terms herein, we may, at our sole and absolute discretion, investigate any such breach, and we reserve the right to take any actions that we deem appropriate, including but not limited to claiming any legal or equitable remedies.
- 2.7 Upon the deletion or termination of your Account, we shall immediately revoke all password and account identification issued to you and deny your use of the Services in whole or in part. Any suspension, freezing, deletion or termination of your Account shall not affect the respective rights and obligations of the parties arising before the date of suspension, freezing, deletion or termination unless the circumstances require otherwise. In such cases, we may exercise our right as stipulated in Clause 2.6 herein.
- 2.8 You agree that we shall not be liable to you or any other person as a result of any suspension, freezing, deletion, or termination of your Account. If you

are dissatisfied with the Services or any of our terms, conditions, rules, policies, guidelines, or practices regarding the provision of our Services, your sole and exclusive remedy is to discontinue your use of the Services.

3. Product Descriptions, Specifications and Prices

- 3.1 We shall use reasonable endeavours to ensure that all information made available through or in relation to the Services, including the product descriptions and listed prices provided by the Sellers to us, is accurate at all times. However, we do not warrant that such information is accurate, current, or free from error.
- 3.2 We shall not be held responsible for any inaccurate and/or misleading information, including the product description and listed prices, in relation to products and/or services that are not offered by us.
- 3.3 The images or models of the products shown or rendered through the Services may vary from the actual product specifications, including but not limited to the colour and size of the products, due to a number of factors, including the display settings of your device. All images made available through or in relation to the Services are for illustration purposes only.
- 3.4 Unless otherwise stated, all prices indicated in relation to the Services are in Malaysian Ringgit (RM).
- 3.5 We reserve the right to amend, modify, rectify, update, or revise the prices, products, product descriptions or special offers at any time at our sole discretion without any liability on our part, unless otherwise required by applicable law.

4. Transactions

- 4.1 Transactions conducted on the SofaX Platform are processed through third-party payment gateway integrated with the SofaX Platform.
- 4.2 For the avoidance of doubt, the transaction conducted on the SofaX Platform are solely between you and the Seller. We merely provide acts as an intermediary and enables you to make payment through the SofaX Platform to complete a Transaction.
- 4.3 We may provide links or access to third-party payment gateways for your convenience. However, we have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party payment gateway.
- 4.4 You are solely responsible for ensuring the security and accuracy of any information you provide to third-party payment gateways. You agree to comply with all applicable laws and regulations when using third-party payment gateways.

- 4.5 Your use of third-party payment gateways is subject to the privacy policies of the respective third-party service providers. We encourage you to review the privacy policies of third-party payment gateways before providing any personal or financial information.
- 4.6 You agree to indemnify and hold us harmless from any claims, damages, liabilities, costs, or expenses arising out of or related to your use of third-party payment gateways.

5. **SofaX Cashback Programme**

- 5.1 You will automatically participate in the SofaX Cashback Programme ("**Cashback Programme**") operated by us upon successfully:
 - (a) Registering an Account; and
 - (b) Completing a transaction for selected products and/or services, including interior design services, with merchants and/or service providers who participate in the Cashback Programme ("**Participating Partners**").
- 5.2 You may earn cashback reward points ("**Cashback**") on each transaction for selected products and/or services, including interior design services, with the Participating Partners ("**Qualifying Transaction**") made using the SofaX App. The Cashback are intended solely as a discount or rebate on your subsequent Qualifying Transaction.
- 5.3 The Participating Partners may determine the selected products and/or services. The list of Participating Partners is available on the SofaX Platform and may be updated from time to time without prior notice to you.
- 5.4 Unless specified otherwise, the Cashback can be applied without minimum spend but cannot be applied in conjunction with the following:
 - (a) Installment payment plans;
 - (b) SofaX Rewards (defined hereinafter); or
 - (c) Any other discounts, offers or promotions.
- 5.5 The Cashback is calculated based on the net bill amount at a rate as specified in the SofaX App. The Cashback will be credited to your account within five (5) working days after the successful completion of your Qualifying Transaction.
- 5.6 Unless otherwise stated, once the Cashback have been successfully utilised for any Qualifying Transactions, such Cashback cannot be transferred back or refunded into your Account and shall be treated as extinguished.
- 5.7 The Cashback must be utilised during their applicable validity period. Unutilised Cashback shall expire after their applicable validity period. In such an event, accumulated Cashback shall be automatically forfeited without

notice to you. Forfeited Cashback cannot be reinstated.

- 5.8 You may check your balance and the validity period of the Cashback balance on the SofaX Platform. The amount and validity period of the Cashback set out in your Account on the SofaX Platform shall be conclusive evidence of the same.
- 5.9 In the event that you have been awarded both SofaX Rewards and Cashback, the SofaX Rewards shall be utilised first until they are fully exhausted before any Cashback is applied.
- 5.10 The Cashback cannot be resold, transferred, exchanged, or converted to any form of consideration, whether monetary or non-monetary. The Cashback shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances. The Cashback shall be for your personal use only.
- 5.11 We may, at our sole and absolute discretion, without prior notice to you and without liability on our part, reject your request to utilise the Cashback for any reason, including but not limited to where:
- (a) the Cashback are no longer accepted by the Participating Partners;
 - (b) the Cashback you wish to use for redemption have been issued to you in error; or
 - (c) we reasonably believe that the transaction involving the Cashback is fraudulent, suspicious, illegal, involves criminal activity, or involves Cashback obtained through dishonest, fraudulent, or abusive behaviour.
- 5.12 In the event that your Account is terminated, the Cashback in your Account will correspondingly be automatically forfeited.
- 5.13 We give no warranty and are not responsible for the ultimate tax treatment of the Cashback.
- 5.14 We reserve the right to:
- (a) revoke, adjust or recalculate any awarded Cashback;
 - (b) change or modify the validity period or rate of the Cashback, or the method of calculating Cashback utilisation;
 - (c) suspend the calculation and accrual of the Cashback to rectify any errors in calculation or adjust the calculation as we reasonably deem fit;
 - (d) vary, modify, or amend the terms and conditions of the Cashback Programme (including adding or deleting any terms);
 - (e) discontinue the Cashback Programme; and/or

(f) cancel or suspend your right to participate in the Cashback Programme, at any time, without prior notice and at our sole and absolute discretion.

6. SofaX Rewards Programme

- 6.1 By successfully registering an Account, you will automatically participate in the SofaX Rewards Programme ("**Rewards Programme**") operated by us. You may accumulate reward points from us and/or third-party partners under the Rewards Programme ("**SofaX Rewards**").
- 6.2 The SofaX Rewards are intended solely to provide you with discounts, offers, or rebates on the purchase of goods and/or services, including interior design services, from Participating Partners.
- 6.3 The SofaX Rewards are only eligible for Qualifying Transactions. The Participating Partners may determine the selected products and/or services.
- 6.4 You may be awarded SofaX Rewards by participating in campaigns organised by us and/or our third-party partners from time to time ("**Eligible Campaigns**"). All SofaX Rewards awarded under Eligible Campaigns may be subject to further terms and conditions ("**Further T&C**"), which will be available on the SofaX Platform. We and/or our third-party partners shall not be held liable for any costs, expenses or losses arising from your failure to take note of and/or comply with such Further T&C. It is your responsibility to read and understand all terms and conditions relating to the SofaX Rewards, including the Further T&C, before utilising the SofaX Rewards.
- 6.5 The SofaX Rewards must be utilised during their applicable validity period. Unutilised SofaX Rewards shall expire after their applicable validity period. In such an event, accumulated SofaX Rewards shall be automatically forfeited without notice to you. Forfeited SofaX Rewards cannot be reinstated.
- 6.6 Unless otherwise stated, once the SofaX Rewards have been successfully utilised for any Qualifying Transactions, such SofaX Rewards cannot be transferred back or refunded into your Account and shall be treated as extinguished.
- 6.7 You may check your balance and the validity period of the SofaX Rewards balance on the SofaX Platform. The amount and validity period of the SofaX Rewards set out in your Account on the SofaX Platform shall be conclusive evidence of the same.
- 6.8 The SofaX Rewards cannot be resold, transferred, exchanged, or converted to any form of consideration, whether monetary or non-monetary. The SofaX Rewards shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances. The SofaX Rewards shall be for your personal use only.
- 6.9 We may, at our sole and absolute discretion, without prior notice to you and without liability on our part, reject your request to utilise the SofaX Rewards

for any reason, including but not limited to where:

- (a) the SofaX Rewards are no longer accepted by the Participating Partners;
- (b) the SofaX Rewards you wish to use for redemption have been issued to you in error; or
- (c) we reasonably believe that the SofaX Rewards redemption transaction may be suspicious, illegal, involves any criminal activity or involves SofaX Rewards that have been obtained through dishonest or fraudulent means or abusive behaviour.

6.10 In the event that your Account is terminated, the SofaX Rewards in your Account will correspondingly be automatically forfeited.

6.11 We give no warranty and are not responsible for the ultimate tax treatment of the SofaX Rewards.

6.12 We reserve the right to:

- (a) revoke, adjust or recalculate any awarded SofaX Rewards;
- (b) change or modify the validity period or rate of the SofaX Rewards, or the method of calculating SofaX Rewards utilisation;
- (c) suspend the calculation and accrual of the SofaX Rewards to rectify any errors in calculation or adjust the calculation as we reasonably deem fit;
- (d) vary, modify, or amend the terms and conditions of the SofaX Rewards Programme (including adding or deleting any terms);
- (e) discontinue the Rewards Programme; and/or
- (f) cancel or suspend your right to participate in the Rewards Programme,

at any time, without prior notice and at our sole and absolute discretion.

7. Refunds or Returns

7.1 The terms in relation to the returns of products and/or services is based on the policies of the Participating Partners from whom the products and/or services was purchased.

7.2 Refunds and returns are solely between you and the Participating Partners from whom the product was purchased.

7.3 To initiate a refund or return, you must contact the relevant Participating Partner directly and follow their specific refund and return policies and procedures.

- 7.4 In the event that you have encountered or received any products and/or services, including interior design services, from Participating Partners that are defective, faulty, unsatisfactory, or not fit for purpose, you agree that the SofaX Rewards or Cashback utilised for the transaction shall not be refundable in any form, whether monetary or non-monetary. However, we may, at our absolute discretion, credit the SofaX Rewards or Cashback utilised in the transaction back into your Account if a refund request has been successfully made through and approved by the Participating Partners.
- 7.5 Unless otherwise stated, the terms and conditions herein on refunds and returns shall prevail over any conflicting terms and conditions provided by the Participating Partners.

8. Restriction of Use

- 8.1 You represent, warrant, and agree that you will not use or interact with the Services in any manner that:
- (a) infringes or violates the intellectual property rights, privacy rights or any other rights of ours or anyone else;
 - (b) violates any applicable law, rule, code, directive, guideline, policy or regulation;
 - (c) is harmful, abusive, fraudulent, deceptive, threatening, harassing, alarming, distressing, tortuous, defamatory, vulgar, violent, libellous, obscene, hateful, inappropriate, or otherwise objectionable;
 - (d) relates, directly or indirectly, to political or religious matters;
 - (e) involves gambling, sweepstakes, raffles, lotteries, pyramid or Ponzi schemes, or any other illegal, immoral, or antisocial activities;
 - (f) jeopardises the security of your Account or anyone else's;
 - (g) involves attempting to obtain and/or store the password, account, personal data, or other security information of any other user;
 - (h) violates the security of any computer network, or cracks any passwords or security encryption codes;
 - (i) involves running any form of auto-responder, spam, or any automated program or script, including but not limited to web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any programme that may make multiple server requests per second or otherwise interfere with the proper working of the Services (except for standard search engine technology employed by Internet search websites to direct Internet users to the Services);
 - (j) involves copying or storing any significant portion of the content or material displayed or performed or made available through the

Services, including but not limited to text, graphics, data, articles, images, illustrations, and reviews;

- (k) involves decompiling, reverse engineering, or otherwise obtaining the source code or underlying ideas or information of or relating to the Services;
- (l) involves creating internet “links” to the Services or “framing” or “mirroring” the Services on any other server or wireless or internet-based device; or
- (m) will create liability for us, including but not limited to our affiliates, directors, employees, contractors, agents, or subcontractors, or expose us to undue risk or otherwise engage in activities that we, in our sole discretion, determine to be harmful to our operations, reputations or goodwill.

8.2 We reserve the right, but shall not be obliged, to:

- (a) monitor, screen or otherwise control any activity, content or material that is displayed or performed or made available through the Services;
- (b) prevent or restrict access to any unauthorised use of the Services;
- (c) report any activity that is suspected to be in violation of any applicable law, statute, or regulation to the appropriate authorities and to co-operate with such authorities; or
- (d) request any information and data from you in connection with your use of the Services at any time.

9. Limited License

- 9.1 We grant you a limited, non-transferable, non-sublicensable, non-exclusive, and revocable license to use the Services for non-commercial purposes only, and solely in accordance with and subject to the Terms herein. Any commercial use of the Services is only permitted if express and explicit authorisation has been obtained from us.
- 9.2 For the avoidance of doubt, the license granted herein does not permit your further commercialisation of the Services and other intellectual property of ours. Your license confers no title or ownership in the Services or any part thereof.

10. User Generated Content

- 10.1 Users may submit, post, upload, publish, or transmit information and materials, including but not limited to linked pages, features, data, text, images, photographs, graphics, music, sounds, videos (including live streams), messages, tags, content, programming, software, and application

services through and/or to the Services. ("**User Generated Content**") The User Generated Content includes any other information and materials that are submitted, emailed, sent, delivered, or communicated to us outside of the Services but for the purpose of being used for the Services.

10.2 By providing or making available the User Generated Content to us and/or through the Services:

(a) you represent and warrant that you possess the necessary and applicable rights, titles and/or interests over such User Generated Content;

(b) you grant us and our affiliates, licensees and sublicensees, without compensation to you or others, a worldwide, non-exclusive, perpetual, irrevocable, transferrable, and royalty-free license to use, copy, translate, reproduce, publicly display, store, adapt, modify, publicly perform, prepare derivative works of, publish, transmit, distribute and/or exploit in any manner such User Generated Content or any portion thereof, in any format, media or distribution method, without the need for attribution and you agree to waive any moral rights; and

(c) you grant each other user of the Services a worldwide, non-exclusive, royalty-free license to access your User Generated Content through the Services and to use that User Generated Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Services (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your User Generated Content independent of the Services.

This provision does not apply to personal information that is subject to our Privacy Policy except to the extent that you make such personal information publicly available through the Services.

10.3 We shall have the right to monetise any or all of the User Generated Content. Unless expressly provided, this Agreement does not entitle you to any payment for your User Generated Content.

10.4 You acknowledge and agree that we are not responsible for the accuracy, reliability, currency, suitability, quality, nature, rights clearance, compliance with law and legal restrictions relating to any User Generated Content, and you hereby release us from all damages, liability, claims, actions, demands and cost of every kind and nature arising out of or in any way connected to the User Generated Content.

10.5 Any interaction between you and other users is solely between you and the users, and we shall not be responsible for any loss or damage incurred as a result of such interactions.

11. User Generated Virtual Reality Designs

11.1 You may use the Services to create virtual scenes, arrangements,

representations, images, or content, such as virtual rooms, furniture arrays, floor plans, house models, and other two-dimensional or three-dimensional designs. ("**User Generated VR Designs**") This includes images of textures, architectural drawings, and any modified versions of the materials available on the SofaX Platform.

- 11.2 By creating User Generated VR Designs, you assign to us all your ownership, rights, titles, and interests in and to each User Generated VR Designs ("**Assignment**"), which we accept. If the Assignment does not provide us with all the rights, titles and interests in and to the User Generated VR Designs, you grant us and our affiliates, licensees, and sublicensees, without compensation to you or others, a worldwide, non-exclusive, perpetual, irrevocable, transferrable, sublicensable, and royalty-free right to use, copy, translate, reproduce, publicly display, store, adapt, modify, publicly perform, prepare derivative works of, publish, transmit, distribute, and exploit the User Generated VR Designs or any portion thereof, in any format, media, or distribution method, without the need for attribution, and you agree to waive any moral rights.
- 11.3 As consideration for the Assignment, we grant you a non-exclusive, royalty-free, non-assignable, non-licensable, worldwide license to reproduce, modify, publicly display, and publicly perform the User Generated VR Designs within the Services.

12. Intellectual Property

- 12.1 Unless stated otherwise, all trademarks, service marks, brand names, logos, and other intellectual property, whether registered or unregistered, in or relating to the Services, including User Generated Content, User Generated VR Designs, designs, texts, graphics, software, photos, videos, music, sounds, and their selection and arrangement, and all software compilations, underlying source code, and software, are the property of ours or third-party intellectual property owners whom we have obtained necessary authorisation from. The entire contents of the Services are also protected by copyright as a collective work under Malaysian copyright laws and international conventions. The subjects of this provision shall be collectively referred to as "**Intellectual Property**".
- 12.2 You acknowledge and agree that:
- (a) the Terms herein and your use of the Services do not grant, transfer or confer any rights, titles, or interests in the Intellectual Property to you or any third party, directly or indirectly, except with our prior written consent; and
 - (b) you must comply with all notices, disclaimers, information, and restrictions relating to any Intellectual Property that you access through the Services.
- 12.3 For clarity, although the Services may enable you to copy or download certain Intellectual Property for personal use, no part of the Services may be

reproduced, reverse-engineered, decompiled, disassembled, separated, altered, performed, modified, adapted, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in any information retrieval system or installed on any servers, systems or equipment without our prior written permission or that of the relevant Intellectual Property owners.

- 12.4 Using our trademarks on any other website not approved by us is strictly prohibited. In such an event, we shall enforce our intellectual property rights to the fullest extent permitted by law.
- 12.5 We do not warrant or represent that your use of the materials displayed in the Services will not infringe the rights of third parties not owned by or affiliated with us. Use of any materials in the Services is at your own risk.
- 12.6 If you are an intellectual property rights (“**IPR**”) owner or agent thereof and believe that your IPR or your principal’s IPR has been infringed, and wish to have such alleged infringement removed, you may submit a notification to us with the following information in writing at general@sofax.com:
- (a) a physical or electronic signature of the IPR owner or a person authorised to act on behalf of the IPR owner;
 - (b) identification of the Intellectual Property claimed to have been infringed and proof of IPR ownership;
 - (c) a description of the nature of the alleged infringement with sufficient details to enable us to assess your concern;
 - (d) a website link or screenshot of the portion of Services that contains the alleged infringement;
 - (e) information to enable us to contact you, such as name, address, telephone number, and email address;
 - (f) a statement that you have a good faith belief that the use of the Intellectual Property is not authorised by the IPR owner, its agent, or the law; and
 - (g) a statutory declaration made pursuant to the Statutory Declaration Act 1960 declaring that:
 - (i) the information submitted in the notification is accurate;
 - (ii) you are the IPR owner or a person authorised to act on behalf of the IPR owner; and
 - (iii) you will indemnify us for any damages that we may suffer as a result of the information relating to the alleged infringement of Intellectual Property provided to us.
- 12.7 We reserve the right to request any additional information regarding the alleged infringement of Intellectual Property.

13. Third-Parties and Advertisements

- 13.1 The Services may contain links to third-party websites and/or advertisements. Interacting with these third-party websites and/or advertisements may result in your leaving the Services. These third-party websites and advertisements are not owned or controlled by us, and we assume no responsibility for their content, privacy policies, or practices. Any terms, conditions, warranties, or obligations associated with these third-party websites and/or advertisements are solely between you and the applicable third party.
- 13.2 You acknowledge and agree that we shall not be responsible for any liability or obligations arising from your use of third-party websites and/or advertisements.
- 13.3 Unless stated otherwise, the inclusion of third-party websites and/or advertisements does not imply affiliation, endorsement, or sponsorship by us.
- 13.4 You access these third-party websites and advertisements at your own risk, and you should apply a suitable level of caution and discretion in doing so. You should perform checks that you deem necessary or appropriate before proceeding with any transaction in connection with such websites and/or advertisements.

14. Warranties and Liabilities

- 14.1 The Services are provided on an “as-is” and “as-available” basis, and your use of the Services shall be at your own risk.
- 14.2 We, our affiliates, directors, officers, employees, agents, and any third-party information providers and vendors disclaim all warranties, express or implied, in connection with the Services, including but not limited to warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by course of dealing, performance, or trade usage.
- 14.3 We make no representation, warranty, or guarantee as to the accuracy, completeness, reliability, suitability or availability of the information and content provided in the Services. We assume no liability or responsibility arising directly or indirectly from, including but not limited to the following:
- (a) omissions, errors, mistakes, or inaccuracies of the information and content in the Services;
 - (b) your access, use, and/or inability to use the Services;
 - (c) any unauthorised access to or use of our secure servers and/or all personal information and/or financial information stored therein;

- (d) any interruption or cessation of transmission to or from our Services;
 - (e) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Services by any third party; and/or
 - (f) any loss or damage of any kind incurred as a result of the use of any information and content posted, emailed, transmitted, or otherwise made available through the Services.
- 14.4 To the fullest extent permitted by law, in no event shall we be liable, whether in contract, warranty, tort (including but not limited to negligence (whether active, passive or imputed), product liability, or other theory), or other cause of action at law, in equity, by statute, or otherwise, for any of the following which you or any third party may incur as a result of the use of the Services:
- (a) loss of use, profits, revenues, data, goodwill, or failure to realise anticipated savings, in each case whether direct or indirect; or
 - (b) any indirect, incidental, special, or consequential damages, arising out of or in connection with the use or inability to use the Services, including but not limited to any damages resulting therefrom, even if we have been advised of the possibility of such damages.
- 14.5 We may use third-party software and Application Programming Interface (“**API**”) when providing the Services. We do not guarantee the reliability of such third-party software or APIs. You agree that we are not liable for any loss or damage whatsoever incurred or suffered by you arising out of our use of such third-party software or APIs.
- 14.6 We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services or any services hyperlinked or featured in any banner or other advertising materials, and we shall not be a party to or in any way be responsible for monitoring any transaction between you and the Sellers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
- 14.7 You hereby release, waive and forever discharge us from each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, your use of the Services, any interactions or transactions of you with us, or act or omission of you in relation to other users.
- 14.8 You acknowledge and agree irrevocably that:
- (a) all information regarding the products and/or services, including interior design services, is provided by the Sellers to you;
 - (b) the Sellers are the ultimate sellers and/or actual service providers;

- (c) we are not responsible for providing and/or fulfilling the product and/or services, including interior design services, sold to and purchased by you. The Sellers are solely responsible for this;
 - (d) the Sellers are solely responsible for performing the warranty or guarantee (if any) attached to the products and/or services, including interior design services, purchased by you; and
 - (e) any dispute arising in connection with the provision, fulfilment, or performance of the products and/or services shall be resolved between you and the Sellers only. For a refund of any defective or unsatisfactory products and/or services, you must deal directly with the Sellers.
- 14.9 We make no representation or warranty with respect to the products and/or services, including interior design services, purchased from the Sellers. We do not provide any warranty and/or representation regarding the quality, satisfaction, suitability, or fitness for purpose of the products and/or services, including interior design services.
- 14.10 Layout plans and two-dimensional or three-dimensional models of actual real properties may be rendered and made available through the Services ("**VR Houses**"). These VR Houses may be inspired by actual real property projects or have been approved by the owners of the relevant projects or relevant authorities. You acknowledge and agree that there may be differences or deviations between the VR Houses and the actual real properties they are based upon ("**Actual Properties**"). We shall not be responsible or liable for any inaccuracies or differences between the Actual Properties and VR Houses in terms of the specifications, including but not limited to:
- (a) description and size of the area; and
 - (b) colour, material and placement of the wall, structure, wiring, beam, and any other fixtures or construction works.
- 14.11 In the event that you provide us with the layout plans or designs of the Actual Properties ("**Layout Plans and Designs**") for rendering and making available the layout plans and two-dimensional or three-dimensional models of such real properties in the Services, you undertake, represent, and warrant that:
- (a) you possess the necessary and applicable rights, titles, and/or interests over such Layout Plans and Designs;
 - (b) we and our affiliates are hereby granted a worldwide, non-exclusive, perpetual, irrevocable, transferrable, and royalty-free right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially and non-commercially exploit in any manner all the Layout Plans and Designs, provided that we will not alter any third-party trademarks;
 - (c) we have no obligation to verify the accuracy, completeness, and legality

of the representations and the Layout Plans and Designs, and we shall not be held responsible or liable for any inaccuracies, incompleteness, or illegality thereof;

- (d) we shall retain all rights, titles, and/or interests of the VR Houses or any other products rendered based on the Layout Plans and Designs; and
- (e) we retain the right to determine the usage and placement of the VR Houses, including but not limited to the structure, appearance, design, functionality, and all other aspects thereof, within the Services.

14.12 We reserve the right to correct any typographical, clerical or any other error or omission relating to the use of the Services, including but not limited to errors or omissions relating to pricing, descriptions, and any part of the Services, without liability on our part.

15. Indemnity

15.1 You agree to indemnify, defend, and hold harmless SofaX, its subsidiaries, affiliates, directors, officers, agents, other partners, employees, and successors ("**Indemnified Parties**") from and against all claims, actions, proceedings, suits, and related liabilities, damages, settlements, penalties, fines, costs and expenses (including but not limited to any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to:

- (a) any transaction made on or through the Services, or any dispute relating to such transaction (except where we are the seller in the transaction that the dispute relates to);
- (b) the hosting, operation, management and/or administration of the Services by or on behalf of SofaX;
- (c) your violation or breach of any of the Terms herein or any policy or guidelines referenced herein;
- (d) your use or misuse of the Services;
- (e) your breach of any law or rights of a third party; or
- (f) any content, including but not limited to User Generated Content and User Generated VR Houses, uploaded by you.

16. Assignment

16.1 No employment, agency, partnership, or joint venture is created hereunder. Unless otherwise agreed in writing, the Terms herein and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction.

17. Entire Terms

- 17.1 The Terms herein, and any agreements and policies included or referred to hereto (“**Agreement**”) constitute the entire agreement and understanding between you and us regarding the subject matter. If any provision of the Agreement is held to be void or invalid, that fact will not affect any other provision, and the remainder of the Agreement will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Failure by either party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

18. Language

- 18.1 The Terms herein are written in English with a reference translation in another language (if necessary). In the event of any conflict in interpreting or construing the Terms herein, the English version shall prevail.

19. Electronic Communications

- 19.1 You agree that the communications between you and us use electronic means. For contractual purposes, you:
- (a) consent to receive communications from us in an electronic form; and
 - (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hardcopy writing.

20. Governing Law and Dispute Resolution

- 20.1 The Terms herein shall be governed by and construed in accordance with the laws of Malaysia, without regard to conflict of laws principles.

21. General Provisions

- 21.1 The foregoing does not affect your non-waivable rights.