

# Aplicondo Term & Condition

**IMPORTANT! PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS ON OUR LIABILITY TO YOU.**

## **1. Acceptance of these Terms of Use**

These Terms of Use apply to your access to and use of all or part of this Aplicondo application ("Application") by Ocunapse Sdn. Bhd. ("Ocunapse"). By clicking "I agree" or by accessing and/or using this Application and/or any of the Services (as defined below in Section 3), you agree to be bound by these Terms of Use and all terms incorporated by reference. If you do not agree to these Terms of Use, you may opt not to use this Application and the Services.

These Terms of Use shall be effective upon your acceptance of and agreement to them (either by clicking "I agree" or when you first access this Application and/or use any of the Services).

As used throughout this Application and these Terms of Use, the term "Ocunapse" and such terms as "the company," "legal entity," "the corporation," "our," "we" and "us" may refer to Ocunapse Sdn. Bhd., or one or more or all of Ocunapse Sdn. Bhd.'s related corporations and/or affiliates. All of these terms are used for convenience only and are not intended as a precise designation of any of the separate companies, each of which manages its own affairs.

Ocunapse reserves the right to modify, update, replace or change any or all of these Terms of Use or its policies relating to the Services at any time and from time to time, by posting an updated or revised version at this URL. Any modification, update, replacement or change to the Terms of Use or any policy relating to the Services shall be effective upon posting of the updated or revised version. Although Ocunapse will endeavor to highlight material updates or changes to these Terms of Use, it is your responsibility to review these Terms of Use regularly to ensure you are aware of the most recent terms as they will be binding on you and your use of the Application and Services. Your continued use of, or access to, the Application and/or the Services will be deemed to constitute your agreement to and acceptance of such changes. If you do not agree to any update or change, you must immediately cease using and accessing the Application and the Services.

Further, Ocunapse may at any time and from time to time introduce updates, enhancements, changes or new features to the Application. Any such changes or new features introduced will be subject to these Terms of Use.

## **2. Registration of Account**

In order to access and use the Application and Services, you must set up and register a user account (“Account”) with your condominium. You are required to provide your full name, a valid email address and such other information as may be required in the Application in order to register an Account Owner/master tenant/family member and confirm that you are not a minor. Ocunapse may contact you through the email address you have provided regarding the Application and Services, and for other purposes as may be mentioned in these Terms of Use and the Privacy Statement.

You will be required to nominate a password to complete the registration of your Account. You are solely responsible for keeping the password secure. In addition, you may be required to provide your credit or debit card or by FPX or by any payment available through the app for the purpose of enabling a payment method and other features offered through the Application, and such card details will be linked to your Account.

By creating and registering an Account, you represent and warrant that all information provided in connection with the registration and use of the Account are true, accurate and not misleading. You further agree that:

(i) you will not share your password or allow any other person to access your Account, or otherwise do anything that may or will violate the security of your Account;

(ii) you will keep all information provided by you through the Application up to date and accurate;

You are responsible for the use of your Account and all activities that are carried out through the Account, whether authorized or unauthorized and must notify Ocunapse immediately if you become aware of any unauthorized use of or access to your Account.

## **3. Services**

Ocunapse may at any time and from time to time introduce updates, enhancements, changes or new features to the Services. Any such changes or new features introduced will be subject to these Terms of Use.

If and when you use the Services, Ocunapse will be able to obtain data about your location through the Application. If you do not wish to allow or enable Ocunapse to do so, you should de-activate the functionality for the relevant Service(s), in which case you will not be able to use such Service(s).

#### **4. Location Services**

If activated, the location services functionality allows the Application to be used to determine your location.

#### **5. Mobile Payment Services and Payment Methods**

You may use the Application to pay for your bills. Example : monthly maintenance, utilities, renovation deposit and etc

In order to access and use the mobile payment services, you must first select a payment method to be linked to your Account. The payment methods accepted by your condo Management will be listed in the Application, and may be replaced or changed at condo management's discretion at any time and from time to time. Your selection of a payment method is deemed to constitute your authorization of your condo management to charge you for the provision of Services using the selected payment method.

If your credit card is not eligible, you will receive an error message when you enter the relevant card details.

For the purposes of the Application, Ocunapse may use third party merchant facilities and service providers to process payments. Ocunapse is not responsible and has no liability for any third-party merchant facilities or payment processing carried out by any service provider, including any loss or damage arising out of any use of a third-party payment gateway. You agree that it is your responsibility to read and understand the terms of the third-party merchant facilities before using them.

All prices displayed in the Application are in Malaysia Ringgit.

#### **6. Promotions, Offers and Discounts**

Ocunapse may from time to time introduce promotions or offers for purchase of its goods and services, or a discount off the prevailing price of its goods and services, through the Application.

Any such promotion, offer or discount will be subject to applicable terms and conditions set out in the "Notifications" or other relevant section of the Application (or the relevant

link embedded therein), or other communications or marketing materials that may be issued by Ocunapse in relation thereto.

## **7. Application and Account Security**

You are prohibited from violating, or attempting to violate, the security of this Application and your Account. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Application or your Account include without limitation:

(i) logging into or attempting to log into a server or user account that you are not authorized to access;

(ii) accessing data or taking any action to obtain data, information or services not intended for you or your use;

(iii) attempting to probe, scan or test the vulnerability of any system, network or user account;

(iv) tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;

(v) circumventing any system or mechanism in the Application that is designed and intended to limit your access to areas within, or components of, the Application;

(vi) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, malware, corrupted files or other computer programming routines or engines or engage in conduct that could damage, disrupt or otherwise impair or interfere with the Application's or any user account's functionality or operation;

(vii) using the Application in a manner or committing any act which is detrimental to, or in violation of, Ocunapse's or a third party's systems or network security, or which could otherwise damage or impair the servers or networks used by the Application or by other users of the Application;

(viii) interfering with service to, or engaging in any denial of service attack of, the Application, any user, host or network including, without limitation by means of overburdening or "flooding," any computer system.

## **8. Accessing and Using the Application**

You acknowledge that the availability of the Application is dependent on the third-party platform from which you download the Application (for example, Apple App Store or Google Play Store). Each of these platforms may have its own terms and conditions for the downloading, installation and use of the Application, and you agree that it is your responsibility to ensure compliance with such terms and conditions.

In accessing and using this Application, you must not:

(i) post, send or otherwise transmit to or through the Application any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, racist, violent, immoral, religiously offensive, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of or in breach of another person's privacy or other rights or any material that Ocunapse in its sole discretion does not wish posted or transmitted on the Application;

(ii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(iii) upload or otherwise make available, files that contain images, software or other material protected by intellectual property laws, including without limitation copyright, patents, designs or trademark laws and rights of confidentiality, publicity and privacy unless you own or control the rights thereto or have received all necessary authorizations to do the same;

(iv) misrepresent your identity or affiliation in any way;

(v) engage in deceptive online marketing;

(vi) violate any applicable laws or regulations;

(vii) use the Application in a manner that would violate these Terms of Use or any policy posted in the "About" or others section(s) of the Application; or

(viii) assist or permit any persons in engaging in any of the activities described above.

Ocunapse may, at any time without prior notice, restrict, block, suspend or disable your access to all or some parts of the Application or Services, and/or edit or remove any content within the Application including any material which in Ocunapse's reasonable

opinion may give rise to a breach, or be in violation of these Terms of Use or any applicable law, or which Ocunapse considers in its discretion might be otherwise offensive, harmful or objectionable.

## **9. User Submissions**

You must exercise caution, good sense and sound judgment in using the Application. You are responsible for any material or information you place on or transmit to or through the Application. You agree, represent and warrant that any information you post to or transmit through the Application is truthful, accurate, complete, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, graphics or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.

## **10. Copyright**

Subject to your compliance with these Terms of Use, Ocunapse grants you a non-transferable, non-exclusive, non-sublicensable, royalty free license to install, view, use and access the Application in Malaysia solely for your legitimate personal purposes (which excludes seeking to commercialize the Application or Services) and as authorized by Ocunapse or (where applicable) our third-party licensors.

All content included on this Application, such as text, graphics, logos, buttons, icons, images, video clips, audio clips and software, is the property of Ocunapse, its content suppliers or vendors and is protected by the laws of the country applicable in each specific context and international copyright laws. The compilation, (collection, arrangement and assembly) of all content on this Application is the exclusive property of Ocunapse and is protected by the laws of the country applicable in each specific context and international copyright laws. No material from this Application may be copied, reproduced, republished, modified, adapted, uploaded, posted, transmitted, or distributed in any way without prior written permission of the copyright owner. Modification of the materials or use of the materials for any other purpose is a violation of Ocunapse's copyright and other proprietary rights. Prior written permission for all other uses of materials contained herein, including reproducing and distributing copies, or framing of any part of this Application on another website, must be obtained from Ocunapse in advance. Requests for such authorization should be sent via email to: **enquiry@ocunapse.com**. For purposes of these Terms of Use, the use of any such material on any other website or networked computer environment is prohibited. All design rights, databases and compilation and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Ocunapse.

All software used or made available on this Application is the property of Ocunapse or its software suppliers and is protected by the laws of the country applicable in each specific context and international copyright laws. In the event that you are permitted by Ocunapse to download and you download software from the Application, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by Ocunapse subject to any terms of use accompanying the Software. Ocunapse does not transfer title to the Software to you. You may own the medium on which the Software is recorded, but Ocunapse retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, modify, adapt, decompile, reverse engineer, disassemble or otherwise reduce the Application or Software to a human-perceivable form, except to the extent permitted by applicable law and subject to prior written consent from Ocunapse of such activities.

## **11. Trademarks**

All trademarks, service marks, logos and trade names, whether registered or unregistered, are proprietary to Ocunapse or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

## **12. Termination**

Ocunapse may terminate these Terms of Use at any time by providing 30 days' prior written notice to the email address you provided for your Account (as may be updated by you).

In addition, Ocunapse may immediately and without notice to you terminate these Terms of Use or suspend (for such period as Ocunapse determines in its discretion) or cancel your access to your Account and/or all or any part of the Application and/or the Services, and restrict your further access to your Account and/or all or any part of the Application and/or the Services, if:

(i) you commit any breach or violation of these Terms of Use;

(ii) you fail to make any payment due and payable to Ocunapse under these Terms or for the Services; or

(iii) you have demonstrated any behavior (including through your actions or statements) that indicates your intention not to comply with these Terms of Use. Upon termination of these Terms of Use, Ocunapse shall have the right to deactivate or delete your Account and all data and content provided by you or about you.

### **13. Third-Party Software and Services**

The Application may contain various third-party software components and services (including the third-party merchant facilities and payment gateway mentioned in Section 5 above). By using the Application, you agree and consent to Ocunapse's use of these third-party software components and services. You are also agreeing to any applicable terms of use, licenses or privacy policies related to that third-party software component and service. A breach of those terms of use, licenses or privacy policies shall be deemed a breach of these Terms of Use. By using the Application, you (i) expressly relieve Ocunapse from any and all liability arising from your use of any third-party components or services embedded in the Application, and (ii) agree that, with respect to the third-party components and services and to the maximum extent permitted by applicable law, Ocunapse is not responsible for the manner in which your data is processed.

### **14. Links**

The Application may contain links to other non-Ocunapse websites or applications. These links are for convenience only and may not be current or be maintained. Certain of these linked websites or applications may make use of Ocunapse proprietary intellectual property rights (such as trademarks, service marks, logos and trade names) under license from Ocunapse. Ocunapse is not responsible for the availability or content of these sites or for any viruses or other damaging elements encountered in linking to a third-party website or application. In addition, providing links to these sites or other applications should not be interpreted as endorsement or approval by Ocunapse of the organizations sponsoring the sites or applications, or their products or services.

### **15. Jurisdictional Issues**

The Application is controlled and operated by Ocunapse from its offices within Malaysia. Ocunapse makes no representation that materials in the Application are appropriate or available for use in other locations or geographies. Those who choose to access the Application from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Access to this Application from jurisdictions where the contents of this Application are illegal or penalized is prohibited. The Application and the software contained therein is further subject to United States and Malaysia export controls. No data, information or software from the Application may be downloaded or otherwise or re-exported (i) into or to a national or resident of any country to which the United States or Malaysia embargoes or sanctions goods, services or technology; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders; or (iii) prohibited under Malaysia's customs, import

and export laws and regulations. By downloading or using the Application or Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

## **16. Disclaimer**

The Application and Services are provided and made available "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Ocunapse disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability and fitness for a particular purpose. Ocunapse does not warrant that access to this Application or the Services or to the functions contained in the Application will be uninterrupted or error-free, that defects will be corrected, or that this Application or the server that makes it available are free of viruses or other harmful components. Ocunapse does not make any representations or warranties regarding the use or the results of the use of the Application in terms of their correctness, accuracy, currency, availability, reliability, or otherwise. Applicable law may not allow the exclusion of some or all implied warranties, so to the extent that such laws are applicable, part or all of the above exclusions may not apply to you.

Ocunapse has no obligation to monitor your access to or use of the Application or Services but has the right to do so for the purpose of ensuring your compliance with these Terms of Use or to comply with applicable law or an order or requirement of a court or governmental agency.

Some features of the Application may require your mobile device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. The use of the Application or Services may require access through your mobile network, which may result in additional charges depending on your payment plan. You acknowledge that the suitability and performance of your device or data access is solely your responsibility.

## **17. Limitation of Liability**

To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall Ocunapse be liable for any compensatory, punitive, indirect, special or consequential damages that result from the use of, or the inability to use, the Application or the Services, even if Ocunapse or a Ocunapse authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, and so to that extent the above limitation or exclusion may not apply to you. In no event shall Ocunapse's total liability to you for all damages, losses, and causes of action (whether in

contract, tort including, but not limited to, negligence or otherwise) exceed the amount paid by you to Ocunapse, if any, for using this Application and the Services.

### **18. Indemnity**

You agree to indemnify, defend and hold Ocunapse, its affiliates and any of its and their directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of these Terms of Use; and/or (ii) your activities in connection with this Application and/or the Services.

### **19. Disclosure; Product Statements**

This Application contains information on products and services of Ocunapse and its related entities. While Ocunapse tries to ensure that all information on this Application is accurate and current at the time of posting, all information on Ocunapse's products and services on this Application should not be relied on as definitive, final, current or complete, and you agree to contact Ocunapse directly for more detailed and updated information on its products and services instead of placing any reliance on any product or service information on this Application.

### **21. General**

These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to any principles of conflicts of law. By accessing and/or using this Application or the Services, you submit to the exclusive jurisdiction of the Malaysia courts. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No third party shall have any right to enforce any provision of these Terms of Use other than a permitted assignee or transferee. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing.

No failure to exercise or delay in exercising any right, power or remedy under these Terms of Use operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.