

## TERMS OF USE

### *General*

These terms and conditions (“Terms of Use”) apply to you when you visit our Website (as hereinafter defined), use our applications for mobile, use Property Pricetag products and services or use software provided by Property Pricetag in connection of any of the foregoing.

By visiting and using this Website in any manner including but not limited to visiting or browsing our Website, you agree to these terms of use including those additional terms and conditions, and policies referred to here and/or available by hyperlink which you acknowledge represent a legally binding agreement between you and Property Pricetag. This Website is operated by Property Pricetag Sdn Bhd (Company No: 114202-A) (“Property Pricetag”). This Website is the property of Property Pricetag and its licensors.

These Terms of Use apply to all users and visitors of the Property Pricetag Site, including but not limited to sellers, buyers, contributors of content, information and other services and materials on the Property Pricetag Site. Property Pricetag reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use from time to time. Your continued use of the Property Pricetag Site following the posting of these changes means that you agree to and accept the changes.

The services on our Website are only available to, and may only be used by individuals who are 18 and older who can form legally binding contracts under applicable laws. In any event, by agreeing to use the services on our Website, you represent and warrant that you are 18 years or above. If you do not agree to these Terms of Use, do not have that authority or are a minor, do not use this Website. By using the Website, you understand that any information you send to the Website may be intercepted or read by third parties even where there is notification that the transmission is encrypted.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by the Terms of Use, or solicit the performance of any illegal activity or other activity which infringes Property Pricetag’s rights or rights of third parties. All rights not expressly granted to you in these Terms of Use are reserved and retained by Property Pricetag or its licensors. The right and licence granted to you in these Terms of Use will be terminated if you do not comply with these Terms of Use. Property Pricetag reserves the right to delete, remove, suspend, terminate and take all necessary actions at its sole discretion if you are in breach of these Terms of Use.

### *Definitions*

These definitions apply in these Terms of Use unless the context requires a different interpretation:

“Confidential Information” includes but is not limited to:

- (i) discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, “know-how”, improvements, budgets, projections, forecasts, marketing and development plans, and financial information expressed, described or stored in any form provided by a party;
- (ii) non-public information reasonably designated as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential including but not limited to customer information and employee information; or
- (iii) any information marked “Confidential” or “Confidential Information” by a party.

“Content” includes but is not limited to text, photographs, trademarks, music, artwork, computer code, visual interfaces, graphics, user interfaces, logos and music, including but not limited to the design, selection, expression, “look and feel”, structure and arrangement of the Content on the Website.

“country” means the country or countries where Property Pricetag provides services to buyers and sellers on the Website.

“Website” means the websites and social media networking websites, sites, applications and/or accounts under the Property Pricetag brand. This includes but is not limited to the Property Pricetag pages and posts hosted on third party social media sites.

“Intellectual Property” means all intellectual property rights including copyright, patents, rights in circuit layouts, registered designs, trademarks, rights of privacy and publicity and other forms of intellectual or industry property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, the right to have Confidential Information kept confidential, right to intellectual property granted pursuant to a licence agreement, and any application or right to apply for registration of any of those rights including all rights to have any of the foregoing registered or granted upon application, in reach and any part of the world and whether or not registered or registerable and for the full period thereof, and all extensions and renewals thereof.

“service” means the advertising service offered by Property Pricetag to sellers and buyers in relation to sale and purchase of properties subject to these Terms of Use.

## ***Policies***

### Privacy Policy

Property Pricetag’s Privacy Policy applies to the use of the Website and its terms are part of these Terms of Use by this reference. Please refer to Property Pricetag’s Privacy Policy.

### Intellectual Property

The Website and all Contents of the Website are Intellectual Property of Property Pricetag Sdn Bhd © Property Pricetag 2016. All rights reserved.

The Website and all Contents of the Website are owned, controlled or licensed by or to Property Pricetag and are protected by the laws on Intellectual Property rights, the common law and laws relating to unfair trade practices, unfair competition and other applicable laws.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk or memory device extracts for your personal and non-commercial use only; and
- you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.
- you may not, except with our express written permission, copy, reproduce, upload, reverse engineer, post, republish, publicly display, encode, transmit, distribute, translate, store or commercially exploit in any way including “mirroring” any part of the Website and/or the Content to any other website or other form of electronic or mechanical methods or medium.

You may use information on the Property Pricetag Site (such as standard terms and conditions, policies and similar documents) made available by Property Pricetag for downloading from the Property Pricetag Site provided that:

- you use such information only for your personal and non-commercial purpose;
- you do not make any changes to such information;
- you do not make any representations or warranties relating to such information; and
- you do not remove any proprietary notice language in all copies of the documents downloaded.

Property Pricetag Site's copyright, trademarks, service marks, logos, business name, domain name and rights in trademarks and all other intellectual property rights may not be used, including without limitation as part of trademarks and/or as part of domain names or email addresses.

All materials downloaded or otherwise obtained through the Website are done at your sole discretion and risk and you shall be solely responsible for any damage to Property Pricetag's computer system or loss of data that may result from the download of any such material. No advice or information whether oral or written obtained by you from Property Pricetag or through or from the Website shall create any warranty not expressly stated herein.

### Prohibited Activities

You shall not engage in any or all activities that are restricted or prohibited by federal, state or local laws in any country or jurisdiction. Property Pricetag may at its sole and exclusive discretion impose additional restrictions and prohibitions, and revise this section from time to time. It is your responsibility to check this section from time to time. You must not *inter alia*:

- engage in transactions relating to the infringement or violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and/or
- engage in activities that encourage, promote, facilitate or instruct others to engage in an illegal activity.

You warrant that you, either by yourself or in concert with another, will not use the Website for any and all of the following activities:

- act in any manner or take any action which could damage, disable, impair or overload the Website, our infrastructure or interfere with any other party's use and enjoyment of the Website;
- probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the authentication or security measures on the Website, or any network connected to the Website, and shall not reverse look-up, trace or seek to trace any information on any other user or visitor to the Website, or any other customer of Website, including any Property Pricetag account not owned by you, to its source or exploit the Website or any service or information made available or offered by or through the Website, with the purpose of retransmitting to or from, or posting on the Website any unlawful, threatening, defamatory, libelous, obscene, pornographic, or other material that would violate any law;
- use an anonymising proxy, any robot, spider, other automatic device, program, algorithm or methodology, or any similar or equivalent manual, semi-automated or automated- process to monitor, access, acquire or copy any portion of the Website and/or Content, or in any way reproduce or circumvent the navigational structure of the presentation of the Website and/or Content without our prior written permission;
- use any device, software or routine to interfere or attempt to interfere, attempt to interfere with the proper working of the Website or any transaction conducted on the Website, or involve any scheme to undermine the integrity of the data, systems or networks used by Property Pricetag or any user of the Website or gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Property Pricetag server, or to any of the services offered on or through the Website by hacking or any other illegitimate means;
- obtain or attempt to obtain any information or materials through any means not intentionally made available or provided for through the Website;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Property Pricetag on or through the Website or any service offered on or through the Website, and shall not represent or pretend that you are someone else, or impersonate any other individual or entity, or use another individual's account without the express written consent of the said individual;
- facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate the Website, any system, data or Information;
- act in a manner that is defamatory, trade libellous, threatening or harassing;
- engage in activities that violate any law, statute, ordinance or regulation;
- engage any act that infringes Property Pricetag's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- provide false, inaccurate or misleading Information and/or engage in potentially fraudulent or suspicious activity and/or transactions;
- disclose or distribute another user's information to a third party, or use the information for marketing or promotional purposes unless you receive the user's express written consent to do so; or
- use the Website in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to Property Pricetag, you, other users or third parties; or engage in an activities that would otherwise create any liability for Property Pricetag.

### ***Relationship between the Parties***

The relationship between Property Pricetag and the buyers and sellers shall be solely that of independent contractors. Each agreement entered into for the sale and purchase of any property listed on the Property Pricetag shall be an agreement entered directly between the buyer and seller ("SPA"). Accordingly, the enforcement of any obligations under the SPA is the sole responsibility of the relevant buyer and the seller who are parties to that SPA.

Property Pricetag's role is as a service provider for the buyer and seller for purposes of listing properties on the Website, and the applicability and compliance with any relevant law relating to the properties is solely determined by and complied with by the vendor. While Property Pricetag makes every effort to work with buyers and sellers to ensure that any material in relation to the properties displayed on the Website is accurate as at the date of listing, Property Pricetag hereby expressly disclaim any representation, warranty or undertaking in relation to accuracy, completeness, quality or adequacy of any contents for the properties on the Website.

### ***Services Terms and Conditions***

These Terms of Use shall govern the relationship and set out the terms and conditions between you, as a buyer or seller, and Property Pricetag with respect to the Services. These Terms of Use as revised from time to time shall apply to you every time you use the Property Pricetag Site.

You warrant that all information provided to Property Pricetag or Property Pricetag Site as part of the registration process or entering into an agreement with Property Pricetag at all times is true, correct, accurate and complete and you will immediately notify us of any changes to the information provided.

Property Pricetag reserves the right to conduct preliminary checks against its internal criteria and policies as part of the registration process, and may reject any application in its sole discretion without providing any reasons for such rejection. Any communication or information submitted by you to Property Pricetag Site is subject to these Terms of Use. You hereby give your consent for checks

relating to compliance under the *Personal Data Protection Act 2010* and its related subsidiary legislations.

You agree to release, defend, protect, indemnify and hold Property Pricetag and our respective directors, officers, employees, contractors, agents, users, successors, and assigns, harmless from and against any and all costs, expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other dispute, claim, demand or action resulting any dealing with the Content on the Website.

### ***Seller's Representations and Warranties***

The Seller warrants that:

- it has or will have good title to, and is the beneficial owner of the property it wishes to sell via the Website;
- the information it provides to Property Pricetag are true and accurate; and
- it has the unrestricted authority to grant the rights and licenses required or contemplated by this Agreement;
- Property Pricetag's feature of the properties on the Website and/or any other third party website does not infringe any Intellectual Property, whether directly or indirectly; and

### ***Goods and Services Tax***

Goods and Services Tax ("GST") is implemented in Malaysia effective from 1 April 2015. Kindly refer to the Goods and Services Tax Act 2014 and the relevant instruments for more information on GST.

### ***App Permissions***

Most mobile devices provide you with information about permissions that you may grant to us for your device when you use Property Pricetag apps. Please refer to your mobile device's manual for more information and instructions on permissions.

### ***Testimonials, Comments and Messages***

The messages, comments, reviews and testimonials express the views of the users of the Website and not necessarily the view of Property Pricetag. Property Pricetag does not vouch for or warrant the accuracy, completeness or usefulness of the messages, comments, reviews or testimonials of the users on the Website, and is in no way responsible for the contents of the messages, comments, reviews or testimonials which do not constitute Property Pricetag's authorised literature. Only authorised literature produced and issued by Property Pricetag represents our position.

Property Pricetag reserves the right in our sole discretion to remove, modify or reject any messages, comments, reviews and testimonials that you submit to, post or display on the Website which we reasonably believe is unlawful, seditious, discriminatory, offensive, illicit, vexatious, defamatory and violates these Terms of Use, could subject Property Pricetag to liability, or is otherwise found in appropriate in Property Pricetag's opinion.

You agree to indemnify and hold us harmless against any claim or action brought by third parties arising out of or in connection with any messages, comments, reviews and testimonials posted by you on the Website, including the violation of their privacy or Intellectual Property rights.

### ***Protecting Your Password***

You will be required to provide a username and password as part of our security measures in registering you on the Website. You are solely responsible for the security and secrecy of your username and password and should not provide this information under any circumstances to anyone not expressly authorised by you to use your account. You accept sole responsibility for any act, omission or negligence in relation to the use of your account. You must immediately change your password if you have any reason to believe that your password has been compromised. Property Pricetag shall not be liable for any loss or damaged suffered by you in relation to the use of your account.

### ***Cooperation and Investigations***

You agree to provide all necessary information, materials and approvals, and render all reasonable assistance and cooperation necessary and required to assist in inter alia any investigation by us or governmental authorities, our authorised agents or persons or any such persons appointed, affiliated to us or otherwise engaged by us to evaluate whether you have breached the Terms of Use and/or in handling any complaint against you.

Where you fail to do so and such failure results in delay in, suspension or termination of your account, or access to the Website and the related services or any portion thereof, Property Pricetag shall not be obliged to extend the period for access to your account, the Website nor shall be liable for any loss or damages arising from such delay, suspension or termination.

Property Pricetag reserves the right to cooperate fully with governmental authorities, investigators and third parties in the investigation of any suspected civil or criminal wrongdoing. In this respect and subject to Property Pricetag's Privacy Policy, Property Pricetag may disclose your identity and contact information where requested by a government authority or law enforcement body, an injured third party or as a result of a subpoena or other legal action. Property Pricetag shall not be liable for breach of any confidential information or privacy rights and shall not be liable for any damages or losses arising from such disclosure, and you agree not to bring any action or claim against Property Pricetag for such disclosure.

### ***Disclaimer and Release***

The Website and the Content are provided on an "As is", "With all faults" and "As available" basis. Property Pricetag and our directors, officers, agents, joint ventures and employees disclaims all warranties (express, implied or statutory) including but not limited to any warranties on the accuracy, merchantability, suitability or fitness for a particular purpose, or non-infringement of intellectual property and completeness, accuracy, reliability or validity of the properties, Services, information, Content and materials at the Website. Property Pricetag does not promise that the Website or any Content, description, information, material or feature of the Website will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Website will provide specific results.

Property Pricetag attempts to be as accurate as possible. However, Property Pricetag does not control and is not liable to or responsible for the validity, accuracy, suitability, quality, safety, correctness, reliability, stability, description, lawfulness or availability of the properties listed on the Website. Property Pricetag does not make any representation or warranties of any kind concerning any Services and/or properties offered or displayed on the Website.

You acknowledge that you are fully assuming the risks of conducting any transactions in connection with using the Website or Services, and that you are assuming the risks or liability or harm of any kind

in connection with subsequent activity of any kind relating to the Services including but not limited to taxes and issuance of tax invoices that are the subject of transactions using the Website.

You agree that Property Pricetag shall not be liable or responsible for any damages, claims, liabilities, errors, inaccuracies, costs, harms, inconveniences, business disruptions, delays in delivery of the Services or expenditures of any kind that may arise as a result of or in connection with any such risks. Property Pricetag does not guarantee continuous, uninterrupted or secure access to any part of the Website, and operation of Website may be temporarily suspended or interrupted for maintenance (whether routine or non-routine), error correction, upgrade or other changes, or interfered with by numerous factors outside of our control. Property Pricetag does not ensure that any files or other data downloaded from the Website will be free of contamination, virus or destructive features. Property Pricetag will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Property Pricetag makes no representations or warranties regarding the amount of time needed to complete processing because these are dependent upon many factors outside of our control, such as delays in the banking system, communications or mail service.

Property Pricetag may make changes to the information, content, materials or feature at the Website at any time without notice. The information, content or materials at the Website may be out of date, and Property Pricetag makes no commitment to update the information, content or materials at the Website.

Your remedy against Property Pricetag for dissatisfaction with the Website or any Content, information or material is to stop using the Website or any such content, information or material.

### ***Release***

Property Pricetag shall not be responsible for disputes between one or more users, or an outside party. If you have a dispute with another user, you release Property Pricetag, Website, our officers, directors, agents and employees from any and all claims, demands and damages of any kind and nature, known and unknown, arising out of or in any way connected to such dispute.

### ***Force Majeure***

Where applicable, Property Pricetag shall not be liable or be deemed to be in breach of these Terms of Use by reason of any delay in performing or any failure to perform any obligations if the delay or failure was due to any cause beyond the party's reasonable control, including the following:

- act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- import or export regulations or embargoes; or
- interruption of traffic, strike, lock-outs or other industrial actions or trade disputes (whether involving employees of either party or of a third party).

Upon the happening of any one of these events, Property Pricetag may at its discretion fully or partially suspend delivery/performance while such event or circumstances continues or terminate any order request so affected with immediate effect by written notice to you, and Property Pricetag shall not be liable for any loss or damage suffered by you as a result thereof.

## ***Liabilities and Indemnities***

In no event will Property Pricetag and our officers, directors, agents, joint ventures or employees mentioned at the Website be liable for any special, direct, indirect, incidental, punitive, aggravated, exemplary or consequential damages or any damages whatsoever including without limitation, those resulting from injury, loss of profits, damages, data or interruption arising or resulting from any of the following:

- the use, the results of use or inability to use the Website, or any websites linked to the Website, or the information or materials contained at any or all such websites, howsoever arising including negligence, whether based on warranty, tort, contract or any other legal theory or whether or not advised of the possibility of such damages;
- violation of third party rights under the relevant and applicable laws, claims or demands that the, listing, advertising and/or the Services offered on the Website may violate or may be asserted to violate third party rights or claims by any party that they are entitled to defence or indemnification in relation to assertion of rights, demands or claims by third party rights claimants;
- statements, acts or conduct by any user of the Property Pricetag Site;
- unauthorised access by third parties to data or private information of any user; or
- any matters relating to the Website, Services, properties and related services (including taxes and issuance of tax invoices) however arising including negligence.

Notwithstanding any of the foregoing provisions, our liability and our directors, officers, agents, joint ventures and employees to you or any third parties in any circumstances is limited to the actual amount of monies you have paid for the Services during the calendar year. All claims arising from the use of the Website and/or related services must be by way of notice in writing to us of such claim, specifying in reasonably sufficient detail the nature of the claim and so far as is practicable the amount claimed in respect thereof, and shall be served within one (1) year from the date of the event/omission giving rise to the claim. Failing which you are deemed to irrevocably waive any such entitlement, right and pursuit of any such claim.

You agree to release, defend, protect, indemnify and hold Property Pricetag and our officers, directors, agents, joint ventures, employees and suppliers harmless from any and all claims, losses, demands, fines or other liabilities which may arise from your use of the Website, Services or related services or from your breach of any of these Terms of Use or your breach of any representations and warranties made by you.

In addition, you agree to release, defend, protect, indemnify and hold Property Pricetag and our officers, directors, contractors, agents, joint ventures and employees harmless from any and all claims, costs, losses, demands, penalties, damages, expenses, fines or other liabilities of any nature, arising in any manner out of the your acts, omissions or negligence, or those of your agents or contractors, whether in tort, contract or otherwise, including:

- any breach of any terms, warranty or obligations under these Terms of Use;
- any claim made by any buyer and/or seller on the basis of any agreement entered into with you;
- any claims asserted or incurred by any third party claimants or other third parties relating to properties listed and displayed on the Website;
- any wilful, negligent act, omission or default on your part or your agent;
- arising out of or resulting in any way from your failure to register for GST purpose where you are required to do so; or
- failure by you to comply with any applicable laws, regulations and requirements.

You hereby agree that Property Pricetag shall not be responsible and shall have no liability to you, for any material posted by others, including defamatory, seditious, vexatious, offensive or illicit material



and the risk of damages from such material rests entirely with each user. Property Pricetag reserves the right at our own expense to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Property Pricetag in asserting any available defences.

### ***Breach and Infringement***

Property Pricetag reserves the right in its sole discretion to immediately suspend or terminate your account and/or access to the Website and the related services or any portion thereof without prior notification if you are in breach of these Terms of Use or where Property Pricetag has reasonable grounds to believe that you are in breach of any of these Terms of Use, including anticipatory breach which in the reasonable belief of Property Pricetag will be committed by you. Property Pricetag also has the right to restrict, refuse or ban any and all current or future use of the Website and the related services or any portion thereof that may be provided by Property Pricetag.

### ***Notice and Feedback***

Any feedback you provide at this Property Pricetag Site is non-confidential.

All legal notices or demands to Property Pricetag shall be made in writing and sent to Property Pricetag personally, by courier or email to [notice@propertypricetag.com](mailto:notice@propertypricetag.com). The notices shall be effective when they are received and acknowledged receipt by Property Pricetag in any of the above manner.

All legal notices or demands to you shall be effective if either delivered personally, by courier, certified mail, by facsimile or email to the last known correspondence, fax or email address provided by you to Property Pricetag. Notice to you shall be deemed to be served upon and received by you if and when Property Pricetag is able to demonstrate that communication whether in physical or electronic form has been sent to you.

All agreements, notices and other communications that Property Pricetag sends to you electronically satisfies the legal requirement for communication to be in writing.

Property Pricetag may terminate your account without prior notification. You can terminate your account at any time by writing to [unsubscribe@propertypricetag.com](mailto:unsubscribe@propertypricetag.com).

### ***Governing Law and Dispute Resolution***

These Terms of Use are governed by the laws of Malaysia. You hereby consent to the exclusive jurisdiction and courts of law in Malaysia in all disputes arising out of or relating to the use of the Property Pricetag Site. Property Pricetag's performance of these Terms of Use is subject to existing laws, regulations and legal process, and nothing contained in these Terms of Use is in derogation of Property Pricetag's right to comply with governmental, court or law enforcement requests or requirements relating to the use of the Website or information provided to or gathered by Property Pricetag with respect to such use.

In event of any dispute between Property Pricetag and you arising out of or in connection with your use of the Website, the parties shall endeavour in good faith and promptly, to resolve any such dispute. If the parties are unable to resolve the dispute within sixty (60) days, then either party may submit the dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue legal recourse as each party considers proper and necessary in the courts of law in Malaysia. The stipulated process for mediation herein in no way constitutes a necessary pre-condition

to the right of Property Pricetag to seek recourse in the courts of law, including commencing a legal action without resorting, convening or participating in any such mediation as stated herein.

Where there is dispute between a seller and buyer, because Property Pricetag is not the agent of the seller or buyer, Property Pricetag will not act as either party's agent in connection with resolving any disputes between the parties related to or arising out of any transaction. Property Pricetag urges sellers and buyers to cooperate with each other to resolve such disputes.

### ***Miscellaneous***

You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under these Terms of Use. Property Pricetag may assign these Terms of Use (including without limitation our rights, titles, benefits, interests, obligations and duties in these Terms of Use) to any person or entity without prior notification to you.

If any term of these Terms of Use is at any time held by a court of competent jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms of Use.

Unless otherwise specified, these Terms of Use constitutes the entire agreement between Property Pricetag and you with respect to use of the Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Property Pricetag and you with respect to the Website.

Every revision to these Terms of Use shall be effective and binding upon the publication and the same being made available on Website, and you agree that you shall be deemed to have notice of every revision of these Terms of Use upon such publication on the Property Pricetag Site. It is your sole duty and obligation to ensure you are apprised of these Terms of Use and all revisions made thereto at all material times.

Property Pricetag's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as waiver by Property Pricetag of any provision or right it has to enforce these Terms of Use, nor modification of any provisions of these Terms of Use.

These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. All provisions in these Terms of Use which by their nature are intended to survive expiration or termination shall survive any expiration or termination of the contract between Property Pricetag and you.

*Last Updated 30 May 2016*