

# GENERAL TERMS & CONDITIONS

that shall be more than Ringgit Malaysia Eighty (RM80.00) shall be paid by the Owner by deducting from the following month of Owner's Entitlement from the date LiveIn shall be made notified.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 In these General Terms & Conditions:
- (a) **"Agreement"** refers to the Owner Engagement Letter, including Schedule A, B, and C, which form part of the Owner Engagement Letter, and these General Terms & Conditions (including Appendix 1 & Appendix 2, which are an integral part hereof), collectively.
  - (b) **"LiveIn"** refers to LiveIn Sdn Bhd Registration No. 201301041184 (1071007-U)
  - (c) **"Owner"** refers to the individual entering into this Agreement with LiveIn whose details are set out in the Owner Engagement Letter.
  - (d) **"Property"** or **"Properties"** refers to the property subject to management under this Agreement as described in the Owner Engagement Letter.
- 1.2 The Owner and LiveIn are collectively referred to as the **"Parties"** and individually as a **"Party"**.
- 1.3 Words denoting an obligation on a person or party to do any act matter or thing include an obligation to procure that it be done and words placing a person or party under a restriction include an obligation not to permit infringement of the restriction save where otherwise provided; and
- 1.4 No rule of construction applies to the disadvantage of a party by reason that it was responsible for the preparation of this Agreement or any part of it

## 2. AUTHORITY OF LIVEIN

- 2.1 The Owner hereby irrevocably and unconditionally agree that LiveIn shall be at full liberty to do any or all of the following throughout the Term and/or any of the Renewed Term(s) without any further notice or reference to the Owner:
- (a) List the Properties on LiveIn's platform for rent at such rental and duration as LiveIn deems fit in LiveIn's discretion to LiveIn's platform users and/or customers and/or tenants (**"Tenants"**)
  - (b) Issue invoice(s), receipt(s) and collect rental(s), deposit(s), and other dues from Tenants and/or the Property.
  - (c) Manage tenant interactions, including move-in and move-out inspections and responding to Tenants' requests.
  - (d) Executing tenancy agreements, managing Tenant disputes, and enforcing rental terms, including initiating legal actions, evictions, and recovering unpaid amounts.
  - (e) Arrange for maintenance, repairs, and improvements as outlined in Clause 6 below.
  - (f) Retain all deposits paid by the Tenants, including the utilities deposit, until the expiry of the tenancy agreement entered between the Tenants and LiveIn. Thereafter, LiveIn shall release the deposit to the Tenants, subject to the terms and conditions of the tenancy agreement.
  - (g) Subject always to Clause 6.2 below, maintain the Property in good and tenantable repair where:
    - (i) if the damages are caused by the Tenants, LiveIn shall bear the costs of repairs;
    - (ii) if the damages are not caused by the Tenants, LiveIn shall bear the costs of repairs that are less than Ringgit Malaysia Eighty (RM80.00) only. Any costs of repairs

(h) Charge the Tenants on top of the Collection Sum(s) for any additional service(s) rendered by LiveIn or by any party contracted by LiveIn;

(i) Such other necessary action to facilitate the Services as LiveIn deems fit

2.2 LiveIn shall independently manage tenant disputes, tenancy renewals, and compliance with applicable laws and regulations for the Properties, as part of its overall responsibilities under this Agreement.

2.3 LiveIn shall collect and keep the rental sums paid by its Tenants who stay at the Properties (**"Collection Sum"**), which shall then be shared and distributed between the Owner and LiveIn in such proportions as specified in the Owner Engagement Letter, subject to the deductions outlined in Clause 4.

## 3. TERM

3.1 This Agreement commences on the Effective Date stated in the Owner Engagement Letter and continues for the specified Term.

3.2 This Agreement shall be automatically renewed for such extended periods (the **"Renewed Term(s)"**) unless the Owner provides at least three (3) months' written notice prior to the expiry of the current Term of their intention not to continue. The Renewed Term(s) shall be subject to the following terms and conditions:

- (a) each of the Renewed Term(s) shall be equivalent to the original Term;
- (b) other terms and conditions in this Agreement shall remain valid and binding except otherwise agreed between the Owner and LiveIn in writing; and
- (c) the Renewed Term(s) shall continue in full force and effect unless earlier terminated in the manner stated herein.

## 4. PAYMENT TERMS:

4.1 LiveIn shall retain its entitlement as specified in the Owner Engagement Letter (**"LiveIn's Entitlement"**) in consideration of the property management services provided under this Agreement.

4.2 LiveIn is authorized to automatically deduct charges, costs, and expenses directly from the gross rental income collected before distributing the remaining entitlement to the Owner (**"Owner's Entitlement"**):

(a) 1 month's administration fee(s) per yearly contract, pro-rated according to the tenancy tenure of the Tenants, payable in the first month of every new booking, calculated based on the following formula:

$$\text{Administration fee(s)} \\ = \text{monthly rental price} \times (\text{tenure}/12)$$

(b) the expenses incurred in maintaining the Property in good and tenantable repair and any other applicable fee(s), including but not limited to the maintenance costs as set out under Clause 6 below, in accordance with this Agreement; and

(c) distribute and pay the remaining sum of the Owner's Entitlement, after deducting the sums under clauses 4.2(a) and 4.2(b) to the Owner on or before 15th day of the following each calendar months during the tenure of the tenancy with the relevant Tenants.

4.3 The payment deduction authorisation under clause 4.2 above shall remain in effect so long as the provision of the services contemplated hereunder continues during

the duration of the Term and/or any of the Renewed Term(s).

## **5. INDEMNITY AND LIABILITY**

5.1 The Owner shall indemnify and hold harmless LiveIn, its employees, officers, and directors from any damages, costs, or liabilities arising out of or related to:

- (a) Tenant misuse, non-payment, or illegal activities on the Property, regardless of LiveIn's involvement in tenant selection or management.
- (b) Property-related claims unless caused by LiveIn's gross negligence or willful misconduct.
- (c) Owner's failure to comply with laws, taxes, or other obligations required for the Property.

5.2 LiveIn's liability under this Agreement is limited to cases of proven gross negligence, willful misconduct, or fraud. In any event, LiveIn's total liability shall not exceed 50% of its Entitlement under this Agreement for the twelve months immediately preceding the first event giving rise to such liability

5.3 LiveIn is not liable for any indirect, consequential, or punitive damages.

5.4 The provisions of this clause shall survive the termination or expiration of this Agreement.

## **6. MAINTENANCE AND REPAIRS**

6.1 LiveIn shall manage and execute repairs and maintenance necessary for the operation of the Property, including:

- (a) Minor repairs and maintenance up to RM350.00 at LiveIn's sole discretion.
- (b) Emergency repairs exceeding the limit when immediate action is necessary to preserve the Property.

6.2 The Owner acknowledges and agrees that all maintenance costs, including but not limited to in-room maintenance, structural maintenance, plumbing, wiring, and any related repairs, shall be borne by the Owner as part of their property ownership responsibilities. These responsibilities shall include, but are not limited to, the specific items outlined in Appendix 1. LiveIn will provide maintenance service to address the wear and tear of the Properties which includes repairs to fixtures, fittings, and any components that naturally wear out through regular usage, which shall include, but are not limited to, the specific items outlined in Appendix 1.

6.3 LiveIn shall deduct the costs for repairs and maintenance directly from the gross rental income, unless otherwise agreed with the Owner in writing.

## **7. OWNER'S OBLIGATIONS**

7.1 The Owner agrees to:

- (a) Provide the Property in tenant-ready condition, with all necessary appliances and systems in working order.
- (b) Maintain sufficient property and liability insurance coverage, listing LiveIn as an additional insured party, to adequately protect the Property and cover potential liabilities.
- (c) Ensure compliance with laws, regulations, and safety standards applicable to the Property and as directed by LiveIn.
- (d) The Owner shall be responsible for obtaining and maintaining all necessary insurance coverage for the Property, including but not limited to:

(i) Structural Insurance: Covering the building, fixtures, and fittings against risks such as fire, flood, earthquake, and other perils.

(ii) Third-Party Liability Insurance: Covering claims arising from personal injury or property damage occurring on the Property including public liability coverage for injuries or damages to tenants, visitors, and other third parties..

(e) Avoid direct contact with tenants unless authorized by LiveIn.

(f) Notify LiveIn promptly of changes in ownership, legal disputes, or default notices from lenders.

(g) Refrain from direct contact with tenants or involvement in operational matters managed by LiveIn.

(h) Release and discharge LiveIn from all claims and liabilities arising out of or caused by any loss and damage of the Property or hazard whether or not covered by the insurance policies of the Properties;

(i) Not terminate this Agreement prematurely before the expiry of the Term and any Renewed Term(s) thereafter;

(j) Cooperate with and assist LiveIn in all matters in respect of any government regulations on security, safety, fire prevention, sanitation, and any other laws, rulings and regulations from the government and local authorities; and

(k) Ensure that any sale of the Property during the Term or any Renewed Term(s) is subject to this Agreement, and procure that the new owner agrees in writing to be bound by all terms and conditions herein.

## **8. TERMINATION:**

8.1 In the event that either Party:

(a) defaults under any provision of this Agreement which is not capable of being remedied or if being capable of being remedied such default has not been remedied within fourteen (14) days from the written notice to the defaulting party requesting action to remedy the same; or

(b) fails to comply with any term or condition of this Agreement or any of its warranties under this Agreement,

the following shall transpire:

(i) if the defaulting party shall be the Owner, LiveIn shall be entitled to terminate this Agreement by giving a written notice to the Owner with three (3) months' notice. The Owner shall be liable to pay all damages, losses, penalties, charges, costs and expenses incurred or suffered by LiveIn including legal costs limited to a sum no more than three (3) months of LiveIn's Entitlement.

(ii) if the defaulting party shall be LiveIn, the Owner shall be entitled to terminate this Agreement by giving a written notice to LiveIn with three (3) months' notice whereupon LiveIn shall continue to pay the Owner's Entitlement to the Owner until the expiry of the said written notice.

8.2 In the event of termination:

(a) LiveIn shall within 30 days from such termination, return to the Owner vacant possession of the Property in repairable condition, save for reasonable wear and tear;

- (b) where applicable, if the Owner holds any security deposits or other deposit(s) under this Agreement, the Owner shall, within 30 days from such termination, return such deposit(s) to LiveIn; and
  - (c) subject to the satisfaction of clauses 8.2(a) and 8.2(b) above, neither Party shall be held liable to the other under this Agreement save and except for any antecedent breach of this Agreement.
- 8.3 Notwithstanding the termination of this Agreement, any provisions that, by their nature, should survive termination, including but not limited to warranties, representations, confidentiality obligations, intellectual property rights, and dispute resolution mechanisms, shall continue to be binding on the Parties.

**9. WARRANTIES & REPRESENTATIONS:**

- 9.1 The Owner warrants and represents to LiveIn that:
- (a) the Owner is the registered and/or beneficial owner of the Property and has the full power to rent the Property to LiveIn as contemplated under this Agreement ;
  - (b) the Owner has full legal right, power and authority and has obtained and shall maintain in full force and effect all necessary licence(s), approval(s) and consent(s) required of the Owner to enter into, execute and deliver this Agreement, to perform fully the Owner's duties and obligations under this Agreement; and
  - (c) the Owner has not entered into any agreement to sell, lease, let, grant any license to occupy the Property or to transfer any of the Owner's interest in the Property to any third party prior to the execution of this Agreement and if there is any, the same shall be made revoked
- 9.2 The Owner warrants to LiveIn that each of its warranties and representations are accurate and not misleading. The Owner acknowledges that LiveIn is entering into this Agreement in reliance on each of the Owner's warranties and representations

**10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1 **Confidential Information.** The Owner agrees to treat all information provided by LiveIn, including but not limited to business strategies, pricing models, operational methods, tenant information, and other proprietary data ("**Confidential Information**"), as strictly confidential. The Owner shall not disclose, copy, or use such Confidential Information for any purpose other than as necessary for the performance of this Agreement, without the prior written consent of LiveIn.
- 10.2 **Intellectual Property Rights.** All intellectual property rights, including but not limited to trademarks, logos, copyrights, software, and marketing materials used or developed by LiveIn in connection with this Agreement, shall remain the exclusive property of LiveIn. The Owner shall not reproduce, modify, distribute, or use LiveIn's intellectual property without prior written consent.
- 10.3 **Survival.** The obligations under this clause shall survive the termination or expiry of this Agreement.

**11. FORCE MAJEURE**

- 11.1 Neither Party shall be liable for any failure or delay in fulfilling obligations under this Agreement due to a force majeure event, including but not limited to acts of God, natural disasters, pandemics, government-imposed restrictions, acts of terrorism, labor disputes, or other circumstances beyond reasonable control. If a force majeure event occurs, either Party may suspend its obligations (including payment obligations) for the duration of the event, provided prompt written notice is given. If the event persists for more than 90 days, either

Party may terminate this Agreement with immediate effect by written notice, upon which this Agreement shall cease to have effect.

**12. GENERAL PROVISIONS:**

- 12.1 **No Partnership or Agency.** Nothing in this Agreement creates any fiduciary relationship between the Parties hereto. The Partner is an independent contractor, and nothing in this Agreement is intended to constitute either Party as an agent, legal representative, joint venturer, partner or employee of the other for any purpose whatsoever. Nothing in this Agreement authorises either Party to make any contract, agreement, warranty, or representation on the other's behalf, or to incur any debt or other obligation in the other's name.
- 12.2 **Taxes.** Each Party shall be responsible to lodge and bear its own taxes if any to be paid for any profits or income or fees to be received under the terms of this Agreement.
- 12.3 **Time of the Essence.** Time whenever mentioned shall be of the essence of this Agreement.
- 12.4 **Entire Agreement.** This Agreement contains the whole agreement between the Parties relating to the subject matter herein to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with hereunder.
- 12.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The Parties hereby agree and acknowledge that original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g. pdf or similar format), and/or digital/electronic signatures on the document are true and valid signatures for the purposes hereunder and shall bind the Parties to the same extent as that of an original signature.
- 12.6 **Invalidity.** If any provision or part of this Agreement is rendered void, illegal or unenforceable in any respect under any enactment or rule of law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and this Agreement shall be construed as if such void, illegal or unenforceable provisions had never been contained herein.
- 12.7 **Variation.** LiveIn shall be entitled to amend any of the general terms and conditions hereunder at its sole and absolute discretion. The Owner shall refer to the latest General Terms & Conditions at [<https://www.livein.com/my/b2c-terms-and-conditions>] from time to time, and hereby expressly and unequivocally agrees to any such variation of these general terms & conditions as may be effected by LiveIn, without prior notification or consent from the Owner.
- 12.8 **Waiver.** Save for where a time period has been specified under this Agreement for the exercise of any right or power, no failure or delay on the part of LiveIn in exercising any of its power or right under this Agreement shall be deemed as a waiver or forfeiture thereof nor shall any single or partial exercise of such power or right preclude any other or further exercise of any other right or power hereunder.
- 12.9 **Assignment.** LiveIn shall be entitled to assign, transfer or subcontract any terms of this Agreement or the provision of the services hereunder without prior notification or consent from the Owner. However, the Owner shall not be entitled to assign, transfer or novate any terms of this Agreement without the prior written consent of LiveIn.
- 12.10 **Successors and Assigns.** This Agreement shall be binding on the heirs, personal representatives, permitted assigns or successors-in-title of the Owner as the case

may be and the successor-in-title and assigns of LiveIn as the case may be.

- 12.11 **Notices.** Any notice or demand required to be served by either of the Parties hereto on the other under the provisions of this Agreement shall be in writing and may be sent by hand, email, facsimile or registered post to the address of the addressee as hereinstated or the last known address of the addressee and if sent by registered post, shall be deemed to have been duly served when it ought in the ordinary course of post to have been delivered. Service in the manner aforesaid on the solicitors acting for the respective Parties hereto shall be deemed effective service on that Party.
- 12.12 **Remedies.** No remedy conferred by any of the provisions of this Agreement to LiveIn is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by LiveIn shall not constitute a waiver by LiveIn of the right to pursue any other available remedies.
- 12.13 **Schedules and Appendices.** Any Schedules, Appendices, or documents referenced in this Agreement or the Owner Engagement Letter (if applicable) shall be taken, read, and construed as essential and integral parts of this Agreement.
- 12.14 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Malaysia and each Party hereby agrees to enter into amicable discussion to resolve any dispute as may arise before irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
- 12.15 **Particular Conditions.** It is hereby expressly agreed between the Owner and LiveIn that the terms and conditions set out in the Particular Conditions section of the Owner Engagement Letter, if any, shall form part of this Agreement. In the event of any conflict, discrepancy, or variance, the Particular Conditions in the Owner Engagement Letter shall prevail, but only to the extent that such terms are inconsistent or different from the other terms or clauses in this Agreement.

**APPENDIX 1**

Responsibility Allocation for Repairs and Maintenance

**Responsibilities of Liveln:**

Item	Notes
Lightbulb replacement	Part of routine maintenance.
Interior painting (routine)	For tenant damage or normal refresh.
Plumbing blockages (minor)	E.g., unclogging sinks or non-concealed drains.
Clogged toilet due to improper use	Caused by tenant behavior.
Air-conditioner service & leaking	Routine maintenance responsibility.
Bidet hose leaking	Simple repair within maintenance scope.
Broken fixtures and fittings due to usage	Normal wear and tear replacement.
General upkeep and housekeeping of the unit	Day-to-day operational cleaning.

**Responsibilities of the Owner:**

Item	Notes
HVAC system repairs	Considered a structural issue.
Roof leaks	Considered a structural issue.
Structural wall repairs	Includes cracking or integrity concerns.
Plumbing replacements (major)	E.g., replacing water mains or piping.
Damage to concealed pipes and plumbing	Owner responsibility for hidden systems.
Air-conditioner malfunction due to compressor breakdown	Owner responsibility for major failures.
Electricity tripping or burnt fuses	Owner's obligation to repair electrical faults.
Damage to water heaters	Considered part of structural systems.
Malfunctioning of electrical appliances	Covers Owner-provided appliances.

**APPENDIX 2**

**TERMS & CONDITIONS OF THE INFRASTRUCTURE SERVICES**

These Terms & Conditions of the Infrastructure Services shall only be applicable if the Owner has agreed to the Infrastructure Services as stated in Schedule C (Particular Conditions) of the Owner Engagement Letter. The effectiveness of these terms will commence on the date the Owner Engagement Letter is signed by the Owner.

**1. Infrastructure Services**

- 1.1. The Owner shall pay Liveln the Infrastructure Fee as specified in Schedule C (Particular Conditions) of the Owner Engagement Letter ("**Infrastructure Fee**").
- 1.2. Unless otherwise agreed in writing by both Parties, the Infrastructure Fee shall be payable monthly for a period of two (2) years, commencing from the Commencement Date as defined in the Owner Engagement Letter.
- 1.3. If the Owner fails to pay any monthly Infrastructure Fee when due, Liveln shall have the right to deduct the unpaid Infrastructure Fee from the Owner's Entitlement in the immediately following month.
- 1.4. Liveln will assist the Owner to upgrade, enhance and/or procure equipment and/or furniture for the Properties to enable the Property to meet Liveln's standards and requirements before listing the Properties on Liveln's platform
- 1.5. The Owner shall, deliver the vacant possession of the Properties to Liveln on or before the date of delivery of vacant possession as specified in Section B (Term) of Schedule A (Particular Conditions) of the Owner Engagement Letter ("**VP Date**") to enable the Company to carry out the upgrades or enhancements to the Property, and further shall, upon request by Liveln, immediately provide Liveln all such legal documentation and technical structural drawings of the Property to enable Liveln to complete the Property's upgrades or enhancements.

**2. The Renovation Period**

- 2.1. Upon receiving vacant possession of the Properties on the VP Date, Liveln shall commence the renovation activities and the renovation period shall be the period as specified in Schedule C (Particular Conditions) of the Owner Engagement Letter ("**Renovation Period**").
- 2.2. The Owner acknowledges and agrees that during the Renovation Period, Liveln shall have exclusive access to the Properties for renovation purposes. The Owner shall cooperate fully, providing any necessary assistance, and ensure unimpeded access to facilitate the timely completion of the upgrades.
- 2.3. In the event of any delays in the Renovation Period due to unforeseen circumstances, Liveln shall promptly notify the Owner and provide a revised timeline for completion.
- 2.4. The Owner shall not unreasonably withhold consent for necessary deviations from the initial renovation plan if such changes are required for the overall improvement of the Properties.

**3. Completion of Infrastructure Services**

- 3.1. Upon the completion of the upgrades or enhancements, Liveln shall notify the Owner, and the regular Management Services shall commence on the Commencement Date or such other extended as mutually agreed by the parties.
- 3.2. The Owner shall be required to sign a Completion Certificate to confirm that the Infrastructure Services have been

satisfactorily completed and delivered. This certificate is intended to formally acknowledge the Owner's agreement with the completed work and its compliance with the agreed specifications. If the Owner fails to sign the Completion Certificate or does not provide any written complaints regarding the Infrastructure Services within 7 business days of receiving the Completion Certificate, the Infrastructure Services shall be deemed accepted by the Owner.

- 3.3. For the avoidance of doubt, (a) the Owner shall not be entitled to receive any Owner's Entitlement during and in respect of the Renovation Period; and (b) LiveIn shall bear the electricity, water and sewerage costs during the Renovation Period.