

TERMS & CONDITIONS

1. Definitions

For the purpose of these T&Cs, the terms defined in this Clause, and elsewhere in these T&Cs, will have the following meanings:

“Business Days”	A day (other than a Saturday, Sunday, or gazetted public holiday in Kuala Lumpur) when commercial banks are open for business in Kuala Lumpur, Malaysia;
“Borrower”	Malaysian individuals that are seeking a Facility via HomeCrowd’s platform;
“CCRIS	Central Credit Reference Information System maintained by Bank Negara Malaysia;
“HomeCrowd”, “Us”, “We” or “Company”	HomeCrowd Sdn Bhd (Company No. 1310658-M) a company incorporated in Malaysia with its business address at A-11-13A, Prima Avenue, The Tube, Jalan PJU 1/39, Dataran Prima, 47400 Petaling Jaya, Selangor, Malaysia and/or its subsidiaries;
“Facility”	a sum of money that has been advanced by Lender/s to a Borrower through the use of HomeCrowd platform for the purpose of consumer financing;
“KPKT”	Kementerian Perumahan dan Kerajaan Tempatan or Ministry of Housing and Local Government
“Trust Account”	an account in which a Lender will be required to place the principal amount;
“Law”	all applicable laws, rules, regulations, constitution, rulings, interpretations, customs, usages, protocols of governmental bodies and self-regulatory organisations of Malaysia;
“Lender”	a corporate, institution or individual that will fund the facility to a Borrower;
“Lending Note”	any contract or document evidencing a monetary loan offered on or through an electronic platform, where a lender expects a financial return;
“Officer”	in relation to HomeCrowd means any director, officer, or employee of HomeCrowd; and
“T&C”	means all the terms and condition contained herein including the Company’s policy and all amendments to be made from time to time.

2. Use of website

2.1. The Website is provided to you for your use subject to these Website Terms and Conditions. By using the Website, you agree to be bound by these Website Terms and Conditions. You are also responsible for ensuring that all persons who access the Website through your Internet connection or account are aware of these Website Terms and Conditions and other applicable terms and conditions, and that they comply with them.

2.2. We reserve the right at all times (but will not have an obligation) to refuse to distribute any content on the Website, to suspend or terminate you, and to reclaim your account without any liability to us. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Website Terms and Conditions, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, money laundering, illegal activities, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of the Company, its users and the public.

2.3. We do not guarantee that the Website will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other codes that may affect any computer or phone equipment, software, data or other property as a result of your access to or use of the Website.

3. Acknowledgments

3.1 You understand, acknowledge and agree that HomeCrowd does not and will not:

- a. take a deposit;
- b. take capital risk;
- c. take a side in a lending agreement;
- d. provide credit rating services, or
- e. provide custodial services

You understand, acknowledge and agree that HomeCrowd's role is merely administrative and mechanical in nature in arranging for the Borrower to enter into a Facility with Lenders and as such HomeCrowd is not regulated by laws regulating the business of and does not carry out any activities within the ambit of or relating to moneylending, consumer financing and the taking of deposits in the course of carrying on a deposit-taking business. However, our business is licensed and regulated by KPKT.

You understand, acknowledge and agree that HomeCrowd does not and will not assume any advisory, fiduciary or similar other duties or act as an investment adviser to you. You understand, acknowledge and agree that you have taken, or will take, the necessary independent legal, tax, financial or other advice before HomeCrowd provides Services to you.

4. General

4.1 If there is any inconsistency between the provisions of these T&Cs and any agreement entered into by HomeCrowd, the agreement shall prevail.

4.2 In these T&Cs, any reference to any legal entity or individual person includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees. Expressions in the singular form include the plural and vice versa.

4.3 No rule of law (or interpretation to the effect) that an ambiguity in a document is to be construed against the party drafting or preparing such document shall apply in respect of these T&Cs.

4.4 Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof, or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

4.5 The headings used in these T&Cs are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in, interpreting these T&Cs.

However, we apply a strict rule and will exercise a thorough due diligence to ensure that only information of a Company is completed before hosting it on the Website. If in any case, the information provided by the User is or becomes untrue, inaccurate, incomplete, outdated or we have reasonable belief that the information provided is untrue, inaccurate, incomplete and outdated, we reserve the right to suspend or terminate your account and prohibit all future access to the Website.

5. Services

5.1 These T&Cs set out the T&Cs under which HomeCrowd will provide the services ("Services") to you on www.myhomecrowd.com (the "Website"). You agree that HomeCrowd shall have sole and absolute discretion to determine whether the Services are to be provided or otherwise be suspended or ceased by HomeCrowd, and HomeCrowd may refuse to provide any Services without giving any reason or incurring any liability to you as a result.

HomeCrowd's provision of Services shall be subject at all times to the Law and these T&Cs, and HomeCrowd will not be liable as a result of any actions taken by any party to comply with the Law and these T&Cs.

Unless otherwise specified, the Services provided by HomeCrowd may involve arranging for a Consumer Loan, or such other services as HomeCrowd may introduce from time to time.

6. Account Details

6.1 To use the Website services, you have to be a registered member. By clicking sign up or join us, you will be directed to a registration page which requires you to fill in your details such as a username and your password. It is your responsibility to maintain confidentiality of your password. You may be required to verify your email by clicking on the link sent to your email.

6.2 You are responsible for all activities that occur under your account. If there is any suspicious transaction or activity of your account, you are responsible to notify us immediately. We reserve the right to take action we deem appropriate upon receiving notification from you of any unauthorized use of your account or any intention or actions that disrupts the Website.

7. Entry Requirement of Borrower

Borrowers must:

- Be above 21 years old;
- Malaysian only (MyKad, Permanent Resident or Army Card holder)
- A permanent address in Malaysia;
- Have a valid contact number;
- Have a local bank account;
- Last 3 months' payslip
- Education certificates
- Social media accounts (Facebook, Instagram or LinkedIn)
- Complete Borrower's Declaration Form and provide any extra documents as required

8. Eligibility criteria for Lenders

Lenders (investor of the loans) must:

- Be above 21 years old;
- Have a valid identification (Passport or Identification);
- If Malaysian, have a permanent address in Malaysia;
- Have a valid contact number;
- Have a local bank account;
- Be any legal business entity that is accepted in their respective countries (for companies);
- Complete Lender Registration Declaration Form and provide any extra documents if any

9. Third Party Link

There may be Third Party Websites provided on the Website. This is for your conveniences in accessing to other information and we hold no responsibility for any damage or losses occur by relying on the Third-Party Websites.

10. Copyright and Trademark

We respect the rights of every individual in relation to intellectual property rights. Hence, we will respond to notices of alleged copyright infringement that comply with applicable law.

As mentioned above, we discourage any taking advantage of a person's intellectual property rights. In this case, you must not reproduce, modify, copy, distribute, and upload the information provided on the Website. The information here refers to the policies (Risk Warning, Disclosure Statement, Terms and Conditions, Privacy Policy and etc.) hosted on the Website and any other materials that is hosted on the Website.

Any consent we may give in relation to or in connection with the Website Content or Website may be withdrawn at any time without prior notice.

11. Restriction or Prohibited Conduct

By accepting the Terms and Conditions, you shall not in any way use the Website in the respect that:

- is in breach of the Term and Conditions, policies or any other agreement entered with us;
- Conducting fraudulent, criminal or unlawful acts on the Website;
- Misuse the website in an obscene, indecent, vulgar, profane, racial, sexist, offensive, discriminatory, derogatory, harmful, unlawful, threatening, harassing, embarrassing, malicious, abusive, hateful, political, defamatory manner;
- Violate any laws and regulations applicable jurisdiction not limited to the relevant Malaysia Regulations;
- Impersonate or misrepresent any person or body;
- Infringes or breach the copyright or property rights;
- Distribute, or disclose any private information of any third party; or
- Refrain or restricts any other person from using or enjoying the forum on the

We reserve the right to suspend and /or terminate your account if we have reasonable belief that you have committed any breach or suspected to commit breach from the above mentioned.

12. Non-Liability

Your access to and use of our services is at your sole risk. HomeCrowd make no representation or warranty of any kind express or implied. We do not hold any liability in relation to your use or inability to use or delay in use of the Website or any information or material in it or accessible from it or from any action or decision taken as a result of using our Website.

13. Indemnity

13.1 The Borrower agrees to indemnify HomeCrowd and its Officers against all losses, taxes, expenses, costs, legal fees, and liabilities (present, future, contingent or otherwise on any indemnity basis), which may be suffered or incurred by HomeCrowd as a result of or in connection with:

- a. the Issuer's breach of the T&Cs or the relevant agreements;
- b. the use of HomeCrowd's services or website and all contents therein by the Borrower;
- c. any steps taken by HomeCrowd in the event of a breach of these T&Cs or the relevant agreements;
- d. any non-compliance with or violation of any prevailing laws and regulations, government's policies, directives and court verdicts or arbitral awards of any judicial bodies including infringement of any third party's rights committed by or which involves the Issuer and/or its affiliates, employees or related parties in or after the use of HomeCrowd's services or during the access to, use of or browsing in HomeCrowd's website.

13.2 The Borrower shall not, and it shall ensure at all times that HomeCrowd will not be involved, by any means or under any circumstance whatsoever, in any proceeding, investigation, inspection, examination, audit, dispute or conflict and negotiation with any third party which arise from or in connection with the matters as referred to in Clause 13.1 above against which HomeCrowd are to be indemnified unless it expressly choose or are willing to do so.

14. Duty of Confidentiality

Members are allowed to access the information on the Website for their personal use or in the course of their business for the purpose of assessing whether or not to participate in funding a campaign or seeking for funds.

Each member accepts that it owes a duty of confidentiality to the Company with regard to:

1. The Internal operating systems and procedures used by the Company;
2. The Agreements provided and documents; and
3. Any information provided in relation to potential or actual campaigns

15. Conflict of interest

HomeCrowd, its directors, shareholders and officers are prohibited from providing any financial assistance to investors to invest in the Campaign. We will not provide any funding to issuers or invest in any campaign launched on the Platform.

16. Termination of Membership

A member may terminate its membership by sending written notice of termination to the Company. The Company may terminate the membership of any member at any time for any reason with immediate effect by sending written notice of termination to the members.

17. Amendments

We constantly review our Terms and Conditions to ensure that it is always updated. Hence, we reserve the rights to amend and/or revise and/or modify these Terms and Conditions from time to time without explaining or give any reason or highlighting to you what are the changes made. The amendments will be uploaded to the Website immediately and it is your duty to regularly review information hosted on the Website page. Your continued use indicates the acceptance of the amended Terms and Conditions.

18. Governing Law

These terms and Conditions shall be governed by, construed and enforced by Malaysian Law. You agree to submit to the exclusive jurisdiction of the Malaysian courts.

19. Complaints

If a member has a complaint about the services operated by the Company it should be communicated to the Company or contact us at contact no: +6010-6557320 or email at hello@myhomecrowd.com

Alternatively, user may direct the complaints to the Consumer Complaint of KPKT