

# RENTIT.MY GENERAL, PRIVACY AND WEBSITE POLICY

---

## 1. INTRODUCTION

RentIT.my, with its registration name: ICT ZONE VENTURES BERHAD. (hereinafter refer as “Provider”) shall provide the stated company (“Customer”) with hardware, equipment as described in this Rental Form (“FORM”).

## 2. DEFINITIONS

- a. **“ICTZV”** means ICT Zone Ventures Bhd (Company Number 888104-M).
- b. **“Customer”** means the person named in the Application Form overleaf whose offer to subscribe for Rental Equipment in accordance with these General Terms and Conditions.
- c. **“Business Day”** means a day on which banks are open for business in Kuala Lumpur, Malaysia (excluding Saturdays, Sundays and public holidays).
- d. **“Commencement Date”** means the date that the customer takes Delivery of the Equipment.
- e. **“Delivery”** means the transfer of physical possession of the Equipment to the customer.
- f. **“Equipment”** means the device(s) as specified in the invoice to be issued by ICTZV to the customer, including all substitutions, replacements or renewals of such device(s) and all related accessories, manuals and instructions provided for it (if any).
- g. **“Governmental Authority”** means any relevant governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or anybody entitled to exercise executive power or power of any nature or body or other organization to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Law.
- h. **“Laws”** shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board or court of competent jurisdiction.
- i. **“Rental”** means the amount, as set out in the invoice to be issued by ICTZV to the customer, to be paid by or on behalf of the customer to ICTZV for hire of the Equipment.
- j. **“Rental Duration”** means the duration of customer rent the Rental Equipment.
- k. **“Monthly Subscription Fees”** means monthly payment which customer needs to pay during contract duration.
- l. **“Security Deposit”** means a fee charged by ICTZV to the customer to compensate ICTZV for its commitment to rent. This fee will be non – refundable if the customer did not fulfill his/her contract duration. The fees which is only return after the customer returned the rental equipment in good condition.
- m. **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or

municipal impositions, duties, contributions, rates and levies, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto.

- n. **“Tax Authority”** means any taxing or other authority competent to impose any liability in respect of Tax or responsible for the administration and/or collection of Tax or enforcement of any law in relation to Tax.
- o. **“Total Loss”** means due to the Customer's default, negligence or misuse, the Equipment is, in ICTZV's reasonable opinion, damaged beyond repair, lost or stolen.

### **3. INFORMATION THAT YOU PROVIDE TO US**

Account and Registration Information:

We ask for and may collect personal information about you such as your name, address, phone number, email address, as well as certain related information like your company name and website name, when you register for an account to access or utilize one or more of our Services (an “Account”). We also ask for and collect personal information such as an email address and a name or alias from any individual that you authorize to log into and utilize our Services in connection with Your Account. We base the processing of your personal information on our legitimate interest, to provide you with the necessary functionality during your use of our Service(s).

We refer to any information described above as “Account Information” for the purposes of this Policy. By voluntarily providing us with Account Information, you represent that you are the owner of such personal information or otherwise have the requisite consent to provide it to us.

Other Submissions:

We ask for and may collect personal information from you when you submit web forms on our Websites or as you use interactive features of the Websites. We process your personal information to perform our contract with you for the use of our websites and the Service(s) and to fulfill our obligations under the Rental Agreement to you; where we have not entered into the Rental Agreement with you, we base the processing of your personal information on our legitimate interest to operate and administer our websites and to provide you with the content you access and request.

### **4. INFORMATION THAT WE COLLECT FROM YOU ON OUR WEBSITES**

Cookies and Other Tracking Technologies:

We and our authorized partners may use cookies and other information gathering technologies for a variety of purposes. These technologies may provide us with personal information, information about devices and networks you utilize to access our Websites, and other information regarding your interactions with our Websites.

We may use web beacons, tags and scripts on our Websites or in email or other electronic communications we send to you. These assist us in delivering cookies, counting visits to our

Websites, understanding usage and campaign effectiveness and determining whether an email has been opened and acted upon

## **5. IN THIS POLICY:**

unless the context requires otherwise, a reference to:

- a. a gender shall include the other genders and references to the singular shall include the plural and vice versa;
- b. natural persons shall include bodies corporate and vice versa;
- c. this Agreement includes any Schedules to it and references to Clauses and Schedules are to the clauses and schedules to this Agreement. References to Paragraphs are to paragraphs of the Schedules;
- d. a person (which for the purposes of this Agreement means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organization (whether or not having a separate legal personality)) shall include its successors in title;
- e. a "party" is to a party to this Agreement, and "parties" shall be construed accordingly;
- f. a "day", "week", "month" or "year" is a reference to a day, week, month or year respectively in the Gregorian calendar;
- g. this Agreement or any other document or any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties; and
- h. a statute or statutory provision is a reference to it as it is in force from time to time, taking account of any change, extension, consolidation or re-enactment and includes any subordinate legislation for the time being in force made under it.

## **GENERAL WORDS ARE NOT GIVEN A RESTRICTIVE MEANING:**

- i. if they are introduced by the word "other" by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- ii. by reason of the fact that they are followed by particular examples intended to be;
- iii. the headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement;
  - a. no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision; and
  - b. if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

## **6. TITTLE AND RISK**

- a. The Equipment shall at all times remain the property of ICTZV, and the Customer shall have no right, title or interest in or to the Equipment, save and except for the right to possession and use of the Equipment subject to the terms and conditions of this Agreement.
- b. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is redelivered to ICTZV.
- c. The Customer shall give immediate written notice to ICTZV in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

## **7. RESPONSIBILITIES OF THE CUSTOMER**

The Customer shall during the term of this Agreement:

- i. ensure that the Equipment is kept and operated in a suitable environment and proper manner, used only for the purposes for which it is designed;
- ii. keep the Equipment in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted). For the avoidance of doubt, the Customer shall be liable for any cracks and/or damages which in ICTZV's reasonable opinion has suffered on the Equipment during the period when the Equipment is in the possession, custody or control of the Customer, including any cracks and/or damages on the casing or LCD of the Equipment;
- iii. make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
- iv. ensure that the Equipment is not exposed to any risk of lost or being stolen;
- v. not install and/or download any illegal software on the Equipment;
- vi. not tamper with or modify the Equipment, knowingly transmit viruses, worms or other disabling features, or damage or interfere with the Equipment, including using Trojan horses, viruses, time bombs, keystroke loggers, spyware or other similar feature or piracy or programming routines that may damage or interfere with the Equipment;
- vii. keep ICTZV fully informed of all material matters relating to the Equipment;
- viii. at all times keep the Equipment in the possession or control of the Customer;
- ix. permit ICTZV or its duly authorized representative to inspect or repair the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection or repair;
- x. not, without the prior written consent of ICTZV, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- xi. not do or permit to be done any act or thing which will or may jeopardize the right, title and/or interest of ICTZV in the Equipment;

- xii. not use the Equipment for any unlawful purpose or in any way which may cause harm to any person;
- xiii. ensure that at all times the Equipment remains identifiable as being ICTZV's property;
- xiv. not instruct, authorize, facilitate or assist a third-party to do any of the above acts; and/or
- xv. deliver up the Equipment at the end of the Rental Period or on the earlier termination of this Agreement at such address as ICTZV requires, or if necessary, allow ICTZV or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment.

The Customer acknowledges that ICTZV shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify and keep indemnified ICTZV on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

## **8. EQUIPMENT WARRANTY**

- a. ICTZV provides free warranty for the Equipment during the Rental Period.
- b. ICTZV shall use its reasonable endeavors to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:
  - i. the Customer notifies ICTZV of any defect in writing within two (2) Business Days of the defect occurring or of becoming aware of the defect;
  - ii. ICTZV is permitted to make a full examination of the alleged defect;
  - iii. the defect did not materialize as a result of misuse, neglect, alteration, mishandling or unauthorized manipulation by any person other than ICTZV's authorized personnel; and
  - iv. the defect is directly attributable to defective material, workmanship or design.
- c. Where the Equipment is required to be repaired, fixed and/or maintained at ICTZV's service centre, the Customer will be provided with an Equipment of equivalent specifications as replacement during the period where the Equipment is being repaired, fixed and/or maintained at ICTZV's service centre.
- d. In the event where the rental items cannot be repaired or fixed, ICTZV will replace the equipment with equivalent specifications to the customer.

## **9. DAMAGES OR LOSS**

We highly encourage that you check the IT equipment during pick up and alert our staff of the defects unless otherwise stated in each of the item description. You are liable for any damages and/or loss after pick up and for the whole duration of the leasing period. Any defects or damages notified after the leasing left our warehouse will be the responsibility of the Lessee.

We are to inspect all outgoing and incoming IT equipment at our warehouse and collection during operating hours, all customers are encouraged to present during our inspections for a clear hand

off checking and handover during receiving and returning to avoid any damages/loss disputes. Rentit.my is to inspect and bill you accordingly for any damages/loss fees that applies. We are entitled to claim the full market value of the item.

#### Laptop Repair Price List

Description	Price From
Laptop Mainboard / Display Chipset	
Laptop Screen	
Laptop Keyboard	
Laptop Internal Battery	
Laptop Cooling Fan	
Touch Pad	
USB Port Replacement – Per Point	
RAM	
Hard Disk / Solid State Drive	
Graphic Card	
Processor	

#### Desktop Repair Price List

Description	Price From
Desktop Motherboard	
Desktop RAM	
Desktop Hard Disk / Solid State Drive	
Desktop Power Supply	
Desktop Cooling Fan	
Desktop Processor	
Desktop Graphic Card	

## 10. LIMITATION OF LIABILITY

- a. The restrictions on liability in this **Clause 9** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- b. This Agreement sets forth the full extent of ICTZV's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on ICTZV except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

- c. ICTZV shall not have any obligation or liability to the Customer, and hereby disclaims to the fullest extent permissible by Law all liability for any indirect, incidental, special, exemplary, consequential damages, pure economic loss or other pecuniary loss, including, any loss of revenue or profits, loss of sales or business, loss of agreements or contracts, loss of damages to goodwill, any loss resulting from business interruption or any loss arising out of the lawful termination of this Agreement or any decision not to renew this Agreement.

## **11. TERMINATION**

This Agreement will be effective upon your electronic acceptance. Without prejudice to any other right or remedy available to ICTZV, ICTZV may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- i. the Customer fails to pay any amount due under this Agreement on the due date for payment; and/or
- ii. the Customer commits a breach of or threatens to breach any other term of this Agreement or the Website's Terms of Use.

This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment. In the event of a Total Loss of the Equipment, the Customer shall be liable to ICTZV for the Equipment at the compensation amount per unit/set of the Equipment. Where requested by ICTZV, the Customer shall produce a valid police report detailing the circumstances resulting in the Total Loss of the Equipment, within two (2) days from the written demand of ICTZV.

## **CONSEQUENCES OF TERMINATION**

Upon termination of this Agreement, however caused:

- i. ICTZV's consent to the Customer's possession of the Equipment shall terminate and ICTZV may, by its authorized representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and
- ii. without prejudice to any other rights or remedies of ICTZV, the Customer shall pay to ICTZV on demand:

all Rentals and other sums due but unpaid at the date of such demand;

any costs and expenses incurred by ICTZV in recovering the Equipment and/or in collecting any sums due under this Agreement.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

## **12. CONFIDENTIAL INFORMATION**

Each party undertakes that it shall not at any time during the Rental Period, disclose to any person any confidential information concerning the other party, except as permitted by **Clause 12.2**.

Each party may disclose the other party's confidential information:

- i. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and
- ii. as may be required by Law or any Governmental Authority.

No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

## **13. ASSIGNMENT**

This Agreement shall be binding upon and inure for the benefit of the successors of the parties.

The Customer shall not, without the prior written consent of ICTZV, assign its rights title and interest under this Agreement. Further, the Customer shall not, without the prior written consent of ICTZV, novate its rights, title, interest and obligations under this Agreement. Any assignment, novation, transfer or delegation which is made without such prior written approval shall constitute a breach of this Agreement.

The rights and obligations of ICTZV under this Agreement shall be freely transferable or assignable (whether in whole or in part).

## **14. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies of ICTZV provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law.

## **15. SEVERABILITY**

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any Law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.

## **16. NOTICES**

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and in English and delivered personally or sent by prepaid registered post with recorded delivery, or by courier or e mail transmission addressed to the intended



recipient thereof at its address or e mail address set out hereunder (or to such other address or e mail address as a party to this Agreement may from time to time duly notify the other party). Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by e mail) immediately or (if given or made by registered post or courier) 48 hours after posting, and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered letter or that the email was properly addressed and dispatched.

The addresses and e mail addresses of the parties for the purposes of Clause 18.1 are:

Address:

Ground Floor, Block H, Excella Business Park, Jalan Ampang Putra, Ampang, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur

For the attention of: RentIT.my

Email address: [info@Rentit.my](mailto:info@Rentit.my)

In this Clause 18 if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

## **17. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **18. COST AND EXPENSES**

Each of the parties shall bear its own legal and other professional costs and expenses incurred by it in the negotiation and preparation of this Agreement and any other agreement or document entered into or signed under or in connection with this Agreement.

## **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and full understanding among the parties hereto with respect to all of the matters herein and it supersedes any previous negotiations, discussions, correspondence, arrangements, agreements and understandings among them, oral or written, with respect to the matters addressed herein.

## **20. REASONABLENESS**

The Customer acknowledges and confirms that it has sought independent legal advice from professional legal advisors with regards to all the matters provided for in this Agreement and agrees that the provisions of this Agreement (including all documents entered into pursuant to this Agreement) are fair and reasonable and agrees that its failure to obtain such advice shall not be used as a defense to the enforcement of the terms and conditions under this Agreement.

## **21. TIME OF THE ESSENCE**

Unless expressly provided otherwise, time wherever mentioned shall be of the essence of this Agreement.

## **22. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the Laws of Malaysia.

The parties irrevocably agree that the courts of Malaysia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts.

## **23. CHANGES TO THIS POLICY**

This Policy may be updated from time to time to reflect changing legal, regulatory or operational requirements. We encourage you to periodically review this page for the latest information on our privacy practices.

If there are any material changes to this Policy, you will be notified by our posting of a prominent notice on the Websites prior to the change becoming effective.

If you do not accept any changes made to this Policy, please discontinue use of the Websites and the Services.