

TERMS OF SERVICE

TERMS OF SERVICE FOR MALAYSIA RENTSMART ASIA USERS

Last Modified: 21 Jan 2021

Important - Please read these terms carefully. By using and/or browsing the website and/or web application and/or mobile application created by RentSmart Asia (the “Application”), and using and/or browsing any associated software of/from RentSmart Asia (“the Software”), which overall purpose is to provide a platform for owners to rent their personal belongings and enable persons seeking certain items for rent from the said this platform (collectively, the “Service”), you agree that you have read, understood, accepted and hereby expressly acknowledge and agree to be bound by the Terms of Service (as defined below). You further agree to the representations made by yourself below. If you do not agree with the Terms of Service of the Service, in whole or in part, and wish to discontinue using the Service, please do not continue using and/or browsing the Application or the Software or the Service immediately.

The Terms of Service stated herein (collectively, the “Terms of Service” or “Terms” or this “Agreement”) constitute a legal and binding agreement between you and **RentSmart Asia Sdn. Bhd. (Company No. 1267397-U)** (the “RentSmart Asia” or “RentSmart” hereinafter). In order to use the Service, you must agree to the [Terms of Service](#) that are set out below. The [Terms of Service](#) shall be deemed to include any future amendments and additions to the [Terms of Service](#), our [Privacy Policy](#) and/or any other policies relating to the Service as published from time to time at <https://www.rentsmartasia.com/> or through the Application or Software.

RentSmart Asia reserves the right in its sole and absolute discretion to modify, vary, amend and/or otherwise change the [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the RentSmart Asia Service at any time as it deems fit without your consent or prior notification. Such modifications, variations, amendments and/or changes to the [Terms of Service](#), [Privacy Policy](#) and/or any other policies relating to the Service shall be effective upon the posting of an updated version at <http://www.rentsmartasia.com>. You agree that it shall be your responsibility to review the [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the Service regularly. Your use of the Service following any such modifications, variations, amendments and/or changes of the [Terms of Service](#) will signify your acceptance of any revised [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the Service. If you do not agree to abide by any such revised [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the Service, in whole or in part, and wish to discontinue using the Service, please do not continue using and/or browsing the Application or the Software or the Service immediately.

RENTSMART ASIA IS A **TECHNOLOGY COMPANY** THAT DOES NOT PROVIDE RENTAL OR DELIVERY SERVICES NOR IS IT A RENTAL PROVIDER. IT IS UP TO THE THIRD PARTY OWNERS TO OFFER ITEMS FOR RENT TO YOU AND IT IS UP TO YOU TO

ACCEPT SUCH ITEMS FOR RENT FROM THIRD PARTY OWNERS. THE SERVICE OF RENTSMART ASIA IS TO LINK YOU WITH SUCH THIRD PARTY OWNERS, BUT DOES NOT NOR IS IT INTENDED TO PROVIDE RENTAL SERVICES OR DELIVERY SERVICES AND/OR ACT IN ANY WAY THAT CAN BE CONSTRUED AS AN ACT OF A RENTAL OR DELIVERY SERVICE PROVIDER. RENTSMART ASIA IS NOT RESPONSIBLE NOR LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY OWNERS AND/OR ANY RENTAL SERVICES PROVIDED TO YOU.

1. ACCEPTING THESE TERMS

- 1.1. These Terms constitute a legally binding agreement between you and RentSmart Asia Sdn. Bhd. ("we", "us", "RentSmart Asia" or "RentSmart" hereafter) in relation to our provision of providing the Service to you. Capitalised terms which are defined in either the Renters' Rules or Owners' Rules and not defined in these Terms shall have the same meaning as set out in the relevant rules.
- 1.2. RentSmart Asia Sdn. Bhd. is a company incorporated in Kuala Lumpur, under Malaysian law.
- 1.3. When you register for a RentSmart Asia account (including when you register through a third party Application or Service) or otherwise access, browse and/or use the RentSmart Asia Service including for the purposes of posting an advertisement; you accept and agree to these Terms.
- 1.4. When you agree to the Terms you agree that:
 - 1.4.1. when using the RentSmart Asia Service as the Renter, you promise to us that you will comply with the Renters' Rules; and
 - 1.4.2. when using the RentSmart Asia Service as the Owner, you promise to us that you will comply with the Owners' Rules;
- 1.5. For any help using the RentSmart Asia Service please refer to the RentSmart Asia FAQ page. If you have any further questions, complaints or comments about the RentSmart Asia Service, please contact RentSmart Asia [here](#).

2. IMPORTANT NOTICES: NATURE OF THE RENTSMART ASIA SERVICE

- 2.1. RentSmart's function and purpose is as follows:
 - 2.1.1. RentSmart makes available to you an online platform (the "RentSmart Asia Service") through which Owners may make available certain items for rental by Renters upon approval of the rental terms and conditions between the parties.
 - 2.1.2. You understand that RentSmart is not itself the Owner or Renter and is acting as an intermediary only in respect of any transactions entered into between Owners and Renters for the rental of items through the RentSmart Asia Service. Any agreement for the rental of any items through the RentSmart Asia Service is between the relevant Owner and Renter.
 - 2.1.3. While RentSmart endeavours to provide the RentSmart Asia Service for the mutual benefit of both Owners and Renters and has drawn up rules

with that as its aim, RentSmart cannot be held responsible for, and, to the maximum extent permitted by law, excludes liability for, the conduct of users of the RentSmart Asia Service.

- 2.1.4.** You acknowledge that in its capacity as an operator of the RentSmart Asia Service and an intermediary in any transactions carried out through the RentSmart Asia Service, RentSmart has the discretion to cancel any listing posted by the Owner, any request to borrow an item submitted by the Renter, or any transaction, upon the provision of written notice to the parties involved, if it reasonably believes such listing, request or transaction does not comply with these Terms, the Renters' Rules or the Owners' Rules.

2.2. Using the RentSmart Asia Service as the Owner:

- 2.2.1.** When you agree as the Owner to lend an item to the Renter, you acknowledge that you are entering into a separate contract with the Renter and that such contract with the Renter includes a promise by you to comply with the Owners' Rules and these Terms.
- 2.2.2.** You also acknowledge that the Renter is in no way acting under the control, or on behalf of RentSmart, that your agreement to lend any item to the Renter is solely with the Renter, and you agree not to make any claim or assertion that RentSmart is in any way liable or responsible for any loss or liability suffered by you in relation to any act or omission by the Renter.
- 2.2.3.** You agree that you are solely responsible for your compliance with the Owners' Rules, fully liable for any non-compliance with the Owners' Rules and any compensation due to the Renter in respect of any such non-compliance, including ensuring that the item offered for rental matches the description in your listing. You further acknowledge that RentSmart does not have: (i) any responsibility for your compliance with the Owner's Rules; (ii) any obligation to underwrite any liability you may have for non-compliance, or (iii) any obligation to compensate the Renter for any breach of your agreement with the Renter in any way.

2.3. Using the RentSmart Asia Service as the Renter:

- 2.3.1.** When you agree as the Renter to lend an item from the Owner, you acknowledge that you are entering into a separate contract with the Owner and that such contract with the Owner includes a promise by you to comply with the Renters' Rules and these Terms.
- 2.3.2.** You also acknowledge that the Owner is in no way acting under the control, or on behalf of RentSmart, that your agreement to lend any item from the Owner is solely with the Owner, and you agree not to make any claim or assertion that RentSmart is in any way liable or responsible for any loss or liability suffered by you in relation to any act or omission by the Owner.
- 2.3.3.** You agree that you are solely responsible for your compliance with the Renters' Rules, fully liable for any non-compliance with the Renters' Rules

and any compensation due to the Owner in respect of any such non-compliance, including the loss or damage to the item which you have lent. You further acknowledge that RentSmart does not have: (i) any responsibility for your compliance with the Renters' Rules; (ii) any obligation to underwrite any liability you may have for non-compliance, or (iii) any obligation to compensate the Owner for any breach of your agreement with the Owner in any way.

3. CHANGES TO THE RENTSMART ASIASERVICE AND CHANGE OF TERMS

- 3.1.** RentSmart reserves the right to alter including adding, removing or changing features the RentSmart Asia Service at any time or from time to time, at our discretion without prior notice, and you will be deemed to have accepted such change(s) if you continue to access and/or use of the RentSmart Asia Service subsequent to the change(s),
- 3.2.** Your access and/or use of the RentSmart Asia Service after any changes are implemented constitutes your acceptance of the changes.
- 3.3.** If you do not accept and/or agree to the changes implemented on the RentSmart Asia Service, please immediately discontinue your access to and/or use of the RentSmart Asia Service and refer to section 11 for more details on ending your use of the RentSmart Asia Service.

4. USING THE RENTSMART ASIA SERVICE

- 4.1.** In order to use the RentSmart Asia Service, you need to create an account to accept these Terms. To create an account you confirm that:
 - 4.1.1.** you are at least over eighteen (18) years of age or if you are younger than 18 years of age, you agree to have your parent or guardian's consent to use the RentSmart Asia Service and/or access the RentSmart Asia Service;
 - 4.1.2.** you are or intend to be either the Owner or Renter;
 - 4.1.3.** you have the authority to enter into and/or accept the Terms;
 - 4.1.4.** all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by contacting us at **My Profile -> Contact Us**. If you do not comply with this, you will be fined up to RM500 per piece of false information provided;
 - 4.1.5.** you will comply with the restrictions on your use of the RentSmart Asia Service as set out in these Terms; and
 - 4.1.6.** in relation to any material submitted to or posted to the RentSmart Asia Service by you that you have the authority to or right to do so and have obtained all necessary licences and or approvals as may be necessary.
- 4.2.** As a condition of your use of the RentSmart Asia Service, you agree that you will not:
 - 4.2.1.** breach or violate any applicable laws or regulations, third party rights and/or policies which you are subject to;
 - 4.2.2.** breach or violate any of the Terms;
 - 4.2.3.** breach or violate the Owners' Rules, when acting as the Owner;

- 4.2.4.** breach or violate the Renters' Rules, when acting as the Renter;
 - 4.2.5.** post any threatening, abusive, defamatory, obscene, inappropriate and/or indecent material (including any personal information about any user) on the Application and/or Software;
 - 4.2.6.** upload, post, transmit, disseminate, distribute or otherwise communicate any false or misleading material or message of any kind on the Application and/or Software and/or RentSmart Asia Service;
 - 4.2.7.** use the RentSmart Asia Service to intentionally deceive other users;
 - 4.2.8.** infringe the rights of any third-party;
 - 4.2.9.** disassemble, decompile, reverse-engineer and/or create derivative works based on the whole or any part of the RentSmart Asia Service;
 - 4.2.10.** distribute spam, chain letters, affiliate marketing, unsolicited commercial advertisements or promote pyramid schemes;
 - 4.2.11.** distribute any viruses or any other technologies that may harm RentSmart Asia Service and/or the interests or property of RentSmart users;
 - 4.2.12.** impose and/or contribute to imposing an unreasonable load on the RentSmart Asia Service infrastructure and/or interfere or attempts to interfere with the proper working of RentSmart or any third party participation on RentSmart Asia Service;
 - 4.2.13.** copy, modify, or distribute any other users content without their consent or prior notice;
 - 4.2.14.** use any robot, spider, offline readers, scraper and/or other automated means to access RentSmart Asia Service and/or collect or otherwise misuse or misappropriate information or content for any purpose without our express written permission;
 - 4.2.15.** harvest or collect and/or otherwise utilize or publish any information about other users, including but not limited to, names, addresses, phone numbers or email addresses, without their consent;
 - 4.2.16.** copy, modify or distribute rights and/or content from the RentSmart Asia Service, services, applications, tools and/or RentSmart's copyrights and trademarks;
 - 4.2.17.** bypass security measures used to prevent and/or restrict access to RentSmart Asia Service;
 - 4.2.18.** rent any counterfeit items and/or otherwise infringe the copyright, trademark or other rights of third parties;
 - 4.2.19.** leave any untrue and/or inappropriate feedback about any user and shall at all times use careful and good judgment in leaving any feedback; or
 - 4.2.20.** recruit, solicit, or contact via any medium, any users for employment or contracting for a business not affiliated with or appropriate for RentSmart Asia Service (as determined by RentSmart in its sole discretion) without prior and written authorisation from RentSmart.
- 4.3.** You agree to compensate and defend RentSmart against any claims or legal proceedings brought against RentSmart by any other person as a result of your breach or violation of these Terms.

- 4.4.** Your account is personal to you and may not be transferred to or shared with any other person. You are responsible for keeping your account and login details secure at all times and for all activities that occurs and/or are carried out under them. You should choose a strong, unique password, which you do not disclose to anyone else or use with any other service and shall notify RentSmart of any breach of security or any unauthorised use of your account. You agree that you will not misrepresent yourself or represent yourself as another user of RentSmart Asia Service. You hereby acknowledge and agree that RentSmart will not be responsible and/or liable for any losses caused or suffered by you in circumstances where your account is used by someone else. Notwithstanding, you may be liable for the losses of RentSmart or others due to such unauthorised use.

5. RIGHTS IN THE RENTSMART ASIA SERVICE

- 5.1.** In consideration of you complying with the Terms, RentSmart grants you a personal, revocable, non-transferable and non-exclusive license and/or right to access and/or use the RentSmart Asia Service in accordance with these Terms.
- 5.2.** You acknowledge that your use of the RentSmart Asia Service grants you no rights in or to the RentSmart Asia Service and/or any of the intellectual property rights (including any copyright, trademark or patents) owned by RentSmart or its licensors, other than the right to use the RentSmart Asia Service in accordance with the Terms.
- 5.3.** You agree not to copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the RentSmart Asia Service or the computer codes of elements comprising the RentSmart Asia Service other than for your own personal use. Subject to the above, you may download insubstantial excerpts of this content to your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

6. CONTENT POSTED ON THE RENTSMART ASIA SERVICE

- 6.1.** Your responsibility
- 6.1.1.** You understand that you are solely and fully responsible for any content that you post or otherwise submit to the RentSmart Asia Service (the "Your Content") and the consequences of posting and/or publishing Your Content. You represent that you have all necessary authority and/or rights to Your Content and that publication of Your Content through the RentSmart Asia Service will not infringe the rights (including intellectual property rights) of any third party. You agree to compensate RentSmart for any losses proven to have been suffered by RentSmart because of your breach or violation of these terms and/or your wrongful use of the RentSmart Asia Service.
- 6.1.2.** You affirm, represent, and warrant that your participation on the Service and any content submitted by you does not relate to pornographic, harassing, hateful, illegal, obscene, defamatory, libellous, slanderous, threatening, discriminatory, racially, culturally, or ethnically offensive;

incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence, encourages conduct that would be considered a criminal offence, give rise to civil liability or violate any law, promotes racism, hatred or physical harm of any kind against any group or individual, contains nudity, violence or inappropriate subject matter, or is otherwise inappropriate.

6.1.3. You acknowledge that RentSmart does not monitor or moderate or endorse Your Content or any opinion, recommendation or advice provided by any user. If RentSmart becomes aware that any of Your Content does not, (as determined by RentSmart in its sole discretion) comply with the Terms, you acknowledge that RentSmart may remove it, without giving prior notice to you and/or terminate your account without prior notice for a violation of this provision and shall not be held liable to you or to any third party for any and all losses arising therefrom. Although RentSmart has rules for the posting and uploading of Your Content, the features of the RentSmart Asia Service may be misused and sometimes Your Content can still be posted that is misleading or deceptive. You should not therefore rely on any other user's content (the "User Content") being accurate or complete. You accept that if you do rely on any User Content which has been posted or uploaded, you do so at your own risk.

6.2. Permission to use Your Content

6.2.1. When you post Your Content, you hereby affirm, represent and/or warrant that you own and/or have the licenses, consent, permissions and right to use and grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable right to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of display, perform and/or exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, including without limitation for the promotion and redistribution of any part or all of RentSmart Asia Service and any derivative works in any media whether now known or to be discovered in the future and on all other sites, services, applications and tools. In addition, you waive your right to be identified as the author of Your Content, to the fullest extent permitted by law.

6.3. RentSmart's use of third party information

6.3.1. We may at times use third party data suppliers to provide additional content (including descriptions, product specifications and other content) (the "Third Party Material") to supplement Your Content. You may use such information solely in connection with Your Content during the time Your Content is displayed on the RentSmart Asia Service (such permissions for use, being the "Third Party Permissions"). Third Party Material may be subject to copyright, trademark and/or other protections. You agree not to remove any such protected information and/or create any derivative works based on the content of such Third Party Material

(other than by including such Third Party Material in your listings). This permission is subject to modification or revocation at any time at our sole discretion, and we shall post on the RentSmart Asia Service, any such modifications or revocations in respect of any Third Party Permissions.

6.4. Continuing obligations

6.4.1. You may not have the opportunity to review all of the Third Party Material before posting Your Content. We are not responsible for the accuracy, usefulness, safety, compliance, legality, decency or intellectual property rights and/or any other aspect of the content of such Third Party Material. For avoidance of doubt, the inclusion of such a Third Party Material does not imply endorsement of the additional content by or any association with its operators. It is advisable that you read the [Privacy Policy](#) terms and conditions of use (if any) of such Third Party Material. If you notice inaccuracies in this Third Party Material after Your Content appears on the RentSmart Asia Service please [contact us](#). You agree to and hereby waive any legal or equitable rights or remedies you have or may have against RentSmart Asia in connection with your usage of the Third Party Material for purposes of Your Content, and agree to indemnify and hold RentSmart Asia, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your wrongful use of the Third Party Material and/or violation of the Third Party Permission available on RentSmart Asia Service.

6.5. Reporting abusive, threatening, or infringing content

6.5.1. If any of the content posted or submitted to the RentSmart Asia Service by another user makes you feel threatened, or abused, or if you believe any such content is offensive or otherwise breaches the Terms, please [contact us](#)

6.6. Rights of RentSmart to remove Your Content from the RentSmart Asia Service

6.6.1. Without limiting to any other remedies, RentSmart reserves the right in its sole and absolute discretion, without notice or delay to: (i) immediately remove (or instruct you to remove) Your content from the RentSmart Asia Service; (ii) temporarily or indefinitely prevent you from adding further content to the RentSmart Asia Service; (iii) cancel a request to lend or an offer to lend a particular item; (iv) prohibit your access to the RentSmart Asia Service permanently or temporarily, if RentSmart reasonably believes that:

6.6.2. you have breached and/or violated any of these Terms;

6.6.3. you have breached and/or violate any applicable laws or regulations, third party rights and/or policies which you are subject to;

6.6.4. you are acting inconsistently with the spirit of the RentSmart Asia Service or our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the RentSmart employees or other users);

6.6.5. you have engaged in improper or fraudulent activity, or your actions may be offensive, illegal or that might cause or violate the rights, harm, legal

liability or financial loss to or threaten the safety of RentSmart or users of the RentSmart Asia Service;

- 6.6.6.** items are listed against incorrect or inaccurate content;
- 6.6.7.** you have been undertaking Fee Avoidance (as defined below);
- 6.6.8.** you are suspected of involvement in copyright infringing activities and/or infringement of intellectual property rights on RentSmart Asia Service; or
- 6.6.9.** it is required to do so by applicable law or to protect the interest of the other users of the RentSmart Asia Service.

7. FEES AND COMMISSION

7.1. On each occasion that a transaction between the Renter and Owner for the rental of an item is made available through the RentSmart Asia Service:

- 7.1.1.** as the Owner, you agree to pay to RentSmart a commission that is a percentage of the Total Fee, that is made up of the Total Rental Fee + Other Additional Services (if any), all as stated on the Application and/or Software (the "Owner Commission");
- 7.1.2.** RentSmart commission is tiered based on the order for the calendar year. The calendar year starts at 12am of 1 Jan and ends 23:59:59 of 31 Dec of the same year. The tiers defined for RentSmart commission that the owners will need to pay is as per the table below:

Tier Name	No of Orders	Commission
Base Tier	<= 11 Orders	15%
Volume Tier	>=12 Orders	10%

- 7.1.3.** as the Renter, you agree to pay to RentSmart a service fee of a min of RM5.00 or 5% of the Total Rental Fee + Other Additional Services (if any), whichever is higher, all as stated on the Application and/or Software (the "Platform Service Fee");
- 7.1.4.** Owner or Renter may choose to pay for the transaction by credit or debit card (the "Card"), or bank transfer or as stated on the Application and/or Software;
- 7.1.5.** RentSmart Asia retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where it reasonably believes the users to be in breach of the Terms between the parties and RentSmart Asia. In such an event, you shall not hold RentSmart Asia liable for any withholding of, delay in, suspension of or cancellation of, any payment to you; and
- 7.1.6.** Subject to section 7.1.4, you agree that you shall cooperate in relation to any criminal investigation that is required and to assist RentSmart in complying with any internal investigations, instructions from the authorities or requirements of prevailing laws or regulations in place.

7.2. If, as the Renter, you submit a request to lend a particular item and that request is approved by the Owner, you agree to be charged and pay to RentSmart the

full Rental Fee PLUS the Platform Service Fee. The "Rental Fee" means the daily rate you have agreed to pay to rent the item multiplied by the number of days that you have agreed to rent the item.

- 7.3.** As the Owner, you will receive the Owner Fee due to you 1 week after the scheduled end of the rental period. The "Owner Fee" means the Rental Fee LESS applicable commission due and owing to RentSmart as stated above. As the Owner, you authorise RentSmart Asia to collect fees on your behalf.
- 7.4.** You acknowledge that you are solely responsible for payment of any applicable taxes (if any) owed by you pursuant to your use of the RentSmart Asia Service. RentSmart Asia is not responsible to account for or pay any tax or comply with any laws relating to tax or relevant compliance for any transaction made through RentSmart Asia Service. You understand, acknowledge and agree that you are solely responsible for your own tax reporting and statutory compliance obligations.
- 7.5.** Our fees are payable in Ringgit Malaysia, and we may in our sole and absolute discretion as necessary or appropriate change them from time to time. We shall notify you of changes to our fee policy by posting such changes on the RentSmart Asia Service and will also send an email to the email address registered to your account.
- 7.6.** We may in our sole and absolute discretion as necessary or appropriate also choose to temporarily change our fees for promotional events or new services whereby these promotional events or new services shall accordingly be honoured by you. In the event we decide to temporarily change our fees for promotional events or new services, these changes shall be effective when we announce the promotional event or new service on the RentSmart Asia Service. We shall notify you of these promotional events and new services by posting details on the RentSmart Asia Service and will also send an email to the email address registered to your account.
- 7.7.** You also agree that where you have contacted a particular user through the RentSmart Asia Service, you shall not complete that transaction or any others otherwise than using the RentSmart Asia Service, or engage in any other practice which may avoid or lower the amount of applicable commission due and owing to RentSmart as stated above that would otherwise have been payable had the transaction been completed using the RentSmart Asia Service (the "Fee Avoidance"). In the event of engagement by any user(s) in any Fee Avoidance, such user(s) shall indemnify and hold harmless RentSmart in respect of any losses suffered by RentSmart as a result of such Fee Avoidance. Or in the event that you attempt to engage a user you met through the RentSmart Service in a rental or transaction that does not use the RentSmart Service, you are liable to pay a penalty/fine of up to RM10,000 for doing so, regardless of whether your attempts are successful or not.

8. CANCELLATION OF LISTINGS AND TRANSACTIONS

- 8.1. If you, as Renter, request to lend an item, you may subsequently cancel your request to lend that item by notifying RentSmart:
 - 8.1.1. at any time prior to that request being accepted by the Owner and in such an event, there will not be any charge or liability imposed on the Renter; or
 - 8.1.2. subject to section 8.2 below, after acceptance of that request by the Owner;.
 - 8.1.3. within the 48 hour period immediately **prior** to the scheduled start of the rental period for that item and in such an event, the Renter shall not be eligible for any refund of the Rental Fee and/or Platform Service Fee charged.
- 8.2. If you, as the Renter, cancel a request (which has been approved by the Owner) but before the 48 hour period immediately prior to the scheduled start of the rental period for that item, you are eligible for a 50% refund of the Rental Fee charged (including the Platform Service Fee).
- 8.3. If you, as the Owner, list an item for rental, you may subsequently cancel your listing of that item for rental:
 - 8.3.1. at any time prior to approving a request from the Renter to lend an item and in such an event, there will not be any charge or liability imposed on the Owner; or
 - 8.3.2. subject to section 8.4 below, after acceptance of that request by the Owner.
- 8.4. If you, as the Owner, cancel the listing of an item (in respect of which, you have accepted a request from any Renter to lend) for rental, or cancel any acceptance of a request from the Renter to lend an item within the 48 hour period immediately prior to the scheduled start of the rental period for that item, you shall be liable to pay a cancellation charge to RentSmart, which is calculated at an amount equal to 30% of the Rental Fee above and the Renter shall be eligible for a full refund of the Rental Fee **charged (including the Platform Service Fee)**.
- 8.5. In the event that the Owner pays a cancellation charge to RentSmart in respect of a particular cancelled transaction, RentSmart shall refund to the Renter the full amount of the Rental Fee charged (including the Platform Service Fee).
- 8.6. If RentSmart believes that you intend to cause harm to any items you rent through the platform, or believe you are renting with intent to steal; we reserve the right to cancel your rental immediately without warning and charge you an appropriate sum. This sum will be up to but not more than the total value of the items in question, at the sole and absolute discretion of RentSmart to determine in each instance.
- 8.7. All request for refunds above must be made together with supporting documents and sent via email to RentSmart Asia. RentSmart Asia shall not be at duty to provide and/or find for you any information to support your refund request nor will any information submitted via other methods beside email be considered when assessing the validity of your refund request.

9. YOUR LIABILITY

- 9.1. Nothing in these Terms shall limit your liability for fraudulent misrepresentation, or for death or personal injury resulting from your negligence.

- 9.2. As the Owner, when listing an item for rental through the RentSmart Asia Service, you must give true and accurate details of the condition of the item and detail(s) of what is included or noticeably absent.
- 9.3. As the Renter, by requesting to rent an item through our Service, you are responsible for having sufficient funds available to replace the item should you lose or damage the item. If you do not know how much the item is worth, please contact a member of the RentSmart team prior to submitting your request and we will assist you. If you do not have funds available for the approximate value of the item, do not request to lend the item.
- 9.4. We have the right to take money up to the Estimated Value (as defined below) of the item from your account without seeking further permission from you, if we reasonably believe you have caused damage to the item, or are unable to return it for any reason within 7 days of the return deadline.
- 9.5. You further acknowledge that as the Renter, if you return the item after the Return Deadline (as defined in the Renter's Rules), we are entitled to charge you up to twice the full Rental Fee and Platform Service Fee for each additional day that the item is returned after the Return Deadline (for the avoidance of doubt, if the item is returned after the Return Deadline on the scheduled day of return, you shall be charged for a full additional day of rental). You further acknowledge that we may take the funds directly from your account to cover such charges, without seeking further permission from you. The Return Deadline is the time you agreed to return the item with the Owner, or 12pm on the rental return date (whichever time is later).
- 9.6. In the event of a good faith dispute between the parties in relation to the Estimated Value of a particular item, RentSmart has the sole and absolute discretion to set an appropriate Estimated Value for that item, determined in good faith and taking into account the reasonable representations of the parties.
- 9.7. If you refuse to pay for any damage caused, or to pay any amount that you owe to RentSmart or a RentSmart user, for any reason, within the timeframe given to you by RentSmart, we will engage the services of debt collectors who will pursue this debt with you on our behalf. You agree that the charge for their services will be added to the debt they will be collecting from you.

10. OUR LIABILITY

- 10.1. Nothing in these Terms shall limit the liability of RentSmart for fraudulent misrepresentation, or for death or personal injury resulting from its negligence or the negligence of its agents or employees.
- 10.2. To the maximum extent permitted by applicable law, the RentSmart Asia Service is provided to you without warranties of any kind, whether express or implied, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Without limiting the foregoing, the Owner does not warrant that the item for rent or any rental transaction will meet Renter's requirements.
- 10.3. Under no circumstances shall RentSmart be liable or responsible for the acts or omissions of any third party who uses the RentSmart Asia Service (including any

third party with whom you enter into a transaction through the RentSmart Asia Service). RentSmart is acting as an intermediary only in respect of any transaction concluded by parties introduced to each other through the RentSmart Asia Service for the rental of any item listed on the RentSmart Asia Service and accepts no liability for the performance of either party (i.e. Renter or Owner) in relation to any such transaction.

10.4. Without prejudice to section 10.3 above, RentSmart is not responsible for:

10.4.1. losses not caused by our breach;

10.4.2. indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by at the time of entering into this Agreement, (for example loss of profits or loss of opportunity);

10.4.3. User Content to the extent that such content is unlawful, threatening, abusive, defamatory, obscene or indecent or otherwise violates or infringes upon the rights of any other person, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law; or

10.4.4. failure to provide the RentSmart Asia Service or to meet any of our obligations under this Agreement where such failure is due to Events Beyond Our Control.

10.4.5. For the purposes of section 10.4.4, "Events Beyond Our Control" means any cause beyond our reasonable control which prevents us from providing the Service or fulfilling any of our other obligations under this Agreement and includes but is not limited to fire, flood, storm, riot, strike, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

10.5. Other than for breaches of implied statutory terms described in paragraph 10.2 above, RentSmart Asia or their affiliates, agents, directors, employees, or suppliers' total liability to you for any loss or damage arising in connection with your use of the RentSmart Asia Service shall be limited to Ringgit Malaysia: Ten Thousand (RM 10,000).

10.6. You acknowledge that we cannot guarantee continuous, error-free, or secure access to the RentSmart Asia Service or that defects in the RentSmart Asia Service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this, and we do not give any promises or warranties (whether express or implied) about the operation and availability of the RentSmart Asia Service.

10.7. Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations, and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute.

10.8. To the maximum extent permitted by applicable law, in no event shall RentSmart Asia, their subsidiaries, affiliates, agents, members, managers, directors, officers, employees, or suppliers be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for

loss of profits, goodwill, use, data or other intangible losses, that result from any rental or the use of, or inability to use, the RentSmart Asia Service.

- 10.9.** This section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if RentSmart Asia has been advised of the possibility of such damage. The foregoing shall apply to the fullest extent permitted by law in the applicable jurisdiction.

11. ENDING YOUR USE OF THE RENTSMART ASIA SERVICE

- 11.1.** You can simply choose to stop using the RentSmart Asia Service at any time. In addition, you may also contact RentSmart through our [contact us form](#) and request that we deactivate your account.
- 11.2.** You acknowledge that your use of the RentSmart Asia Service is subject to RentSmart's discretion and RentSmart may, in the event of your breach of the Terms, at its sole discretion, withdraw your rights to use the RentSmart Asia Service on the provision of written notice with immediate effect.
- 11.3.** You hereby acknowledge and agree that RentSmart Asia in its sole and absolute discretion has the right to delete, terminate, or deactivate your account, block your email or IP address, cancel the Service or otherwise terminate your access to or participation in the use of the Service or any part thereof, or remove and discard any submitted content on the Service immediately and without notice and for any reason which they may but is not obliged to disclose.
- 11.4.** Upon deactivation of your account, your account shall be disabled, and you may not be granted access to your account or any files or other data contained in your account. Your right to participate in the Service in any way shall automatically terminate. RentSmart Asia shall not be liable to you save for payment of any Owner fees due under paragraph 7.3 provided there are no unresolved disputes between parties under paragraph 17 or any third party for any deactivation or termination of your access to the Service. RentSmart Asia retains the right to use any data collected from your use of the Service and all related licenses you have granted RentSmart Asia hereunder shall remain in effect for the foregoing purpose. In no event is RentSmart Asia obligated to return any content submitted to you. All terms and conditions and rights in favour of RentSmart Asia shall survive termination and remain in the full benefit of RentSmart Asia.
- 11.5.** You agree to indemnify and hold RentSmart Asia, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless and pay any claim or demand, including solicitors' fees and court costs, made by the Renter/Owner (as the case may be) due to or arising out of the termination or wrongful use of the RentSmart Asia Service. In consideration of the indemnity provided, RentSmart Asia agrees that it shall immediately upon having notice of any such claim and/or demand, notify you to allow you the opportunity to defend yourself in relation to such claim and/or demand. RentSmart Asia shall not enter into any settlement of such claim and/or demand with the Renter/Owner (as the case may be) without prior written consent of the party providing the indemnification.

12. THIRD PARTY RIGHTS

Nothing expressed or referred to in this Agreement gives any person other than

the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. . You agree to indemnify and hold RentSmart Asia, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless and pay any claim or demand, including solicitors' fees and court costs, made by any third party due to or arising out of the termination or use of the rented item and for any liability associated with any personal accident/injury-as a result of and despite proper appropriate usage of the rented item. In consideration of the indemnity provided, RentSmart Asia agrees that it shall immediately upon having notice of any such claim and/or demand in respect of the said liability, notify you to allow you the opportunity to defend yourself in relation to such claim and/or demand. RentSmart Asia shall not enter into any settlement of such claim and/or demand with the Renter/those lawfully permitted by the Renter (as the case may be) without prior written consent of the party providing the indemnification.

13. PERSONAL INFORMATION

- 13.1.** By using RentSmart Asia Service, you agree to the collection, transfer, storage and use of your personal information by RentSmart, as further described in our [Privacy Policy](#). Among other things, you agree that RentSmart may use the personal information that you submit to us: (i) to verify your identity; (ii) for performing anti-money laundering checks; (iii) for conducting "know your customer" (KYC) checks; and (iv) conducting "know your transaction" (KYT) checks.
- 13.2.** You also agree to receive direct electronic messaging marketing communications from us unless you tell us that you prefer not to receive such communications.

14. CONFIDENTIALITY

- 14.1.** Without prejudice to the [Privacy Policy](#), you acknowledge and agree that RentSmart Asia does not guarantee any confidentiality with respect to any content submitted or posted by users, including without limitation, your profile or information conveyed, posted or shared by you, that is hosted and/or published on the RentSmart Asia Service.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1.** Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, RentSmart Asia or related corporations of RentSmart Asia (hereinafter the "Group") owns all Intellectual Property Rights to and into the RentSmart Asia Service, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not) and logos contained therein (the "Marks"), goodwill, source code, meta tags, databases, text, software, scripts, content, graphics, photos, sounds, music, videos, interactive features, icons, and hyperlinks and the like (the "Data"), subject to copyright and other intellectual property rights under applicable laws and international conventions. Such Data and/or Marks are or may become protected by copyright, trademark, patent, trade secret and other laws, and RentSmart Asia or the Group owns and retains all the rights in such Data and Marks. All other trademarks,

names and logos on this Service are the property of their respective owners.

15.2. Data on the Service is provided to you for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

15.3. RentSmart Asia or the Group reserves all rights not expressly granted in and to the Service and the Data. You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of submitted content obtained through the Service for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Service or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Service or the Data therein.

15.4. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using the Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of the Service. You expressly acknowledge and agree that by uploading and posting content on to the Service for public viewing and reproduction/use of your content by third party users, you accept and grant a non-exclusive license for the use of the same.

16. INDEMNITY

16.1. You agree to indemnify and hold harmless to the fullest extent allowed by law, RentSmart Asia, its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, debts and/or expenses of any nature whatsoever arising from claims related to, or in any way connected with your wrongful use of the RentSmart Asia Service, your breach and/or violation of any term of these Terms of Service, your breach and/or violation of any third party right of any nature whatsoever, including but not limited to copyright, intellectual property, property and/or privacy rights. In consideration of the indemnity provided, RentSmart Asia agrees that it shall immediately upon having notice of any such claim and/or demand, notify you to allow you the opportunity to defend yourself in relation to such claim and/or demand. RentSmart Asia shall not enter into any settlement of such claim and/or demand without prior written consent of the party providing the indemnification.

17. DISPUTES

17.1. Disputes between Users

17.1.1. If you have a dispute with one or more RentSmart user(s), you release us (and our officers, directors, agents, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

17.1.2. Notwithstanding section 17.1.1, if the Renter and Owner are unable to resolve a dispute, RentSmart will use reasonable efforts to mediate in respect of such dispute and, without prejudice to its rights set out under these Terms, may choose to deduct monies up to the Estimated Value of

a particular item from the account of the Renter to compensate the Owner following loss or damage of a particular item that has been rented as part of the transaction. RentSmart will also charge a fee of 30% of the amount charged on top of any monies collected in order to cover the service of acting as a mediator.

17.2. Disputes between you and RentSmart

- 17.2.1.** If the unlikely event of a dispute arises between you and RentSmart, we strongly encourage you to first contact us directly to seek a resolution by going to the RentSmart Contact page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.
- 17.2.2.** All disputes, controversies or differences which may arise between the parties hereto in respect of the access and/or use of the Service or these Terms, including any dispute regarding the enforceability or applicability of this arbitration provision, shall be decided by neutral, binding arbitration conducted in Malaysia.
- 17.2.3.** Should the parties however fail to resolve any controversies over the interpretation of or any dispute arising out of this Agreement or anything incidental thereto these shall then be resolved by arbitration.
- 17.2.4.** The arbitration shall be held in Asian International Arbitration Centre in accordance with the provisions of the Arbitration Act 2005. The number of arbitrators shall be one (3) and if the parties hereto cannot agree on the said arbitrator to be appointed, then, the arbitrator shall be appointed in accordance with rules of the Asian International Arbitration Centre. The arbitration shall be conducted in English.
- 17.2.5.** The arbitrator shall be a retired judge, justice, or an attorney with at least ten (10) years of legal experience relating to the subject matter of this Agreement, unless the parties mutually agree otherwise, who shall render an award in accordance with the substantive laws of Malaysia. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

18. GUARANTEES PROVIDED BY RENTSMART ASIA

- 18.1.** To protect the smooth operations of the RentSmart Asia Services, RentSmart Asia has obtained and maintain in full force (i) All Risks; and (ii) Marine Annual Inland Transit Insurance. Nothing contained herein shall serve in any way to limit or waive Owner's responsibility under this Agreement.
- 18.2.** In the event of any loss or damage to the Owner's item that may be caused or suffered by the Owner during the course of the rental period, RentSmart Asia agrees to provide the Owner with a limited guarantee of up to Ringgit Malaysia: Ten Thousand (RM10,000.00) only of the insured value or the market value, whichever is lower, of the Owner's item listed on the Service, subject to the deduction of any excess and amounts which RentSmart Asia is required to bear with their insurance provider.
- 18.3.** In the event of any loss or damage to the Owner's item in the course of conveyance or transit by land within Malaysia of the Owner's item that may be caused or suffered by the Owner during the course of the rental period, RentSmart Asia agrees to provide the Owner with a limited guarantee of up to Ringgit Malaysia: Ten Thousand (RM 10,000.00) only.

- 18.4.** Owners understands that the above guarantees provided by RentSmart Asia are limited to physical loss or damage to the substance of the Owner's item and does not cover ordinary wear and tear, other property damage, injuries, loss of use or incidental, special or punitive damages – such damages may only be recovered from the Renter, and/or any other repairs to be paid for by the Renter. The guarantees do not cover any loss, injury, damage, cost, expense of whatsoever nature directly or indirectly caused by or attributed to the following acts:
- 18.4.1.** theft by deception or act of cheating;
 - 18.4.2.** criminal breach of trust;
 - 18.4.3.** terrorism, regardless of any other cause or event contributing concurrently or in any other sequence;
 - 18.4.4.** asbestos;
 - 18.4.5.** radioactive/nuclear energy risks; and
 - 18.4.6.** Events Beyond Our Control.
- 18.5.** Furthermore, the Owner acknowledges and agrees that the guarantees are only available if authentic, accurate and current photographs of the item have been included on the Service prior to the rental period, and to the extent such photographs are sufficient to establish the make, model, components and condition of the item and any accessories (if applicable).
- 18.6.** If the Owner is entitled to coverage under the guarantees, the repair or replacement cost of the item shall be in RentSmart Asia's absolute discretion, in consultation with professional repair or sales personnel knowledgeable in the appropriate field and shall account for any salvage value of the item, if applicable. It is hereby agreed that the basis upon which the amount payable to the Owner, if any, shall be the cost of replacing or reinstating the Owner's item of the same kind or type but not superior to or more expensive than the item insured when new.
- 18.7.** The Owner further acknowledges and agrees that RentSmart Asia may cease the guarantees or vary the terms of the guarantees at any time as it deems fit prior to expiry or termination of the Agreement, without prior notice or reference to the Owner.
- 18.8.** Notwithstanding the above, RentSmart Asia shall not be liable to pay any loss or damages arising from or in respect of the items that are not transacted through RentSmart Asia Service.

19. GENERAL

- 19.1.** You acknowledge that RentSmart may transfer its rights under the Terms (and any related claims) to any third party without having to obtain your prior consent.
- 19.2.** You hereby acknowledge and agree that RentSmart is not a party to any oral or written agreement or contract entered between the Owner and Renter in connection with any transaction related to the RentSmart Asia Service.
- 19.3.** You hereby acknowledge and agree that nothing in the Terms is intended to or shall operate to create an employment, agency, partnership or joint venture of any kind between RentSmart and any user. You do not have any authority whatsoever to bind RentSmart Asia in any respect. Neither RentSmart Asia nor any users of the RentSmart Asia Service may direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the other.
- 19.4.** If you breach the Terms and RentSmart takes no action against you, RentSmart reserves its rights to take action against you at a later date but prior to expiry of the limitation period as provided by the law.

- 19.5. The [Terms of Service](#), together with the [Privacy Policy](#) and and/or any other policies relating to the Service shall constitute all the terms agreed upon between you and us concerning the RentSmart Asia Service and supersede any prior agreements in relation to the RentSmart Asia Service. You represent that you have not accepted the Terms in reliance on any oral or written representations made by us that are not contained in the Terms.
- 19.6. You acknowledge that your right to access and use the RentSmart Asia Service is also subject to:
- 19.6.1. applicable law; and
- 19.6.2. any rules or policies applied by the relevant app store from which you access the RentSmart Asia Service;
- 19.7. If a court of competent jurisdiction deems any provision of the Terms to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.
- 19.8. These Terms and all matters arising out of it in all respects shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with these Terms and/or Agreement, you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Malaysia in the event of any claims or disputes arising therefrom and waives any objections in any such courts on the grounds of venue, or on the grounds that the legal action or proceedings have been brought in an inconvenient forum.
- 19.9. No waiver of any provision of the Terms shall be deemed a further or continuing waiver of such provision or any other provision, and a party's failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.
- 19.10. The Terms including any rights and licenses granted hereunder, may not be transferred or assigned by either the Owner or Renter.
- 19.11. Except for notices relating to illegal or infringing content, your notices to us must be sent by registered mail to RentSmart Asia Sdn. Bhd.,
2-08 The Scott Garden Jalan
Kelang Lama, 58200 Kuala
Lumpur Wilayah
Persekutuan.
- We will send notices to you via the email address you provide, or by registered mail. Notices sent by registered mail will be deemed received five days following the date of mailing. Notices sent by email will be deemed received the following working day after they were sent.

RENTER'S RULES

You should read these rules carefully before using the RentSmart Asia Service to rent an item (and therefore become a "Renter"). By using the RentSmart Asia Service as the Renter, you are agreeing to these rules (the "Renters' Rules") as well as the [Terms of Service](#).

1. RENTSMART'S ROLE

- 1.1. RentSmart is a platform for Renter to find items to rent from those who wish to lend them (the "Owner"). The RentSmart Asia Service enables Renter to enter into transactions with Owner to rent these items (the "Transaction"). RentSmart is not a party to this Transaction or in any way responsible for the acts or omissions of either the Owner or Renter in relation to the Transaction.
- 1.2. By signing up to the RentSmart Asia Service you are acknowledging that:
- 1.2.1. you are not renting from RentSmart but from another user of the

RentSmart Asia Service, who has signed up as the Owner; and

- 1.2.2. RentSmart does not guarantee or endorse any items rented through the RentSmart Asia Service or any content or communicated posted by Owners (such as photographs, language, description used in listings).

2. COMMUNICATING WITH OWNERS

2.1. You can communicate directly with Owner on the RentSmart Asia Service by using the "Converse" feature. This is a good way to find out more information about the item you are looking to rent. However, you may not use this feature for the following:

- 2.1.1. sending unsolicited advertising or promotions that is not offered on the RentSmart Asia Service or is offered on an external website, requests for donations or spam;
- 2.1.2. offers to make national or international money transfers for amounts exceeding the asking price of a service, with intent to request a refund of any portion of the payment;
- 2.1.3. contacting someone after they have requested you not to;
- 2.1.4. harassing or abusing another user;
- 2.1.5. circumvent or manipulate any fee structure or billing process that RentSmart Asia Service may have or implement; or
- 2.1.6. forming an agreement outside the RentSmart Asia Service for the purpose of Fee Avoidance.

3. LENDING AN ITEM

3.1. By requesting to lend an item you agree and warrant that you:

- 3.1.1. have read and accepted the item description and the [Terms of Service](#) before making a request to lend an item;
- 3.1.2. have the funds available to (i) cover the required payments to rent the item and the applicable commission due and owing to RentSmart as stated above, and (ii) pay the full Estimated Value of the item in the case of loss and/or damage. The Estimated Value is defined as a reasonable estimate determined by the Owner unless the Renter disagrees in which case RentSmart will determine the Estimated Value as per section 9.6;

- 3.1.3. will not solicit lending an item with no genuine intention as at the time of such conduct of following through with your use of or payment for the item or for the purpose of using the pricing, quotations or other information received in doing so for commercial or competitive purposes, business or market intelligence purposes or general surveying or any other non-personal use;
- 3.1.4. shall not fail to deliver payment to rent the item, unless the Owner has materially changed the description of the item after parties have mutually negotiated and agreed on the [terms of service](#) to rent the item, a clear typographical error has been made, or you cannot authenticate the Owner's identity;
- 3.1.5. do not have the intention to cause disruption, commit fraud or other tortious or illegal purpose in lending an item;
- 3.1.6. accept liability for the full Estimated Value of the item in case of loss or damage;
- 3.1.7. shall not circumvent or manipulate any fee structure or billing process that RentSmart Asia Service may have or implement; and
- 3.1.8. will not engage in Fee Avoidance.
- 3.2. When lending an item, you agree that you will return the item to the Owner before 12pm (noon) on the scheduled date of return (the "Return Deadline").
- 3.3. If you would like to extend the period for which you lend an item, you may submit an additional request to extend this period, for acceptance by the Owner, through the RentSmart Asia Service.
- 3.4. If you have failed to extend the rental period for a particular item through the RentSmart Asia Service and, consequently, return the item after the Return Deadline, you acknowledge and agree that RentSmart may charge you as set out in section 9 of the [Terms of Service](#).

4. LIABILITY

- 4.1. As the Renter, by requesting to rent an item through the RentSmart Asia Service, you are agreeing to that Estimated Value assigned by the Owner. If you do not agree with this Estimated Value, do not request to lend the item. If you do agree to this Estimated Value, you are agreeing to be liable for up to the full Estimated Value of that item, in the case of loss and/or damage while you are renting this item.
- 4.2. We have the right to take money up to the Estimated Value of the item from your account without seeking further permission from you, if we reasonably believe you have caused damage to the item or lost it.
- 4.3. Renter represents and warrants that he or she has adequate insurance to cover any injury or damage that may be caused or suffered during the course of the rental period and in all events, Renter agrees to bear the costs of such injury or damage. Renter understands and agrees that Owner and/or RentSmart Asia Service may make a claim against any insurance coverage Renter maintains, whether liability, casualty, personal or health insurance, in the event of any loss, injury, death or damage to person or property caused during the rental period.

Neither the maintenance of nor failure to maintain, adequate insurance shall relieve Renter of any liability hereunder.

5. LEAVING A REVIEW

- 5.1. When you have rented an item using the RentSmart Asia Service, RentSmart encourages you to leave a review, as it helps Owners build a good reputation, or warn other users about a poor experience.
- 5.2. You can leave a review by choosing a 1 to 5 star rating.
- 5.3. By leaving a review you acknowledge that:
 - 5.3.1. your review and profile information will be publicly displayed on the Owner's listing and review pages;
 - 5.3.2. your review will not contain:
 - 5.3.2.1. private information;
 - 5.3.2.2. obscene, racist or harassing language or imagery;
 - 5.3.2.3. advertising or spam; or
 - 5.3.2.4. content that will undermine the integrity of the review system of RentSmart; and
 - 5.3.3. any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on RentSmart.
- 5.4. Similarly, you accept that the Owner can leave you a review and you acknowledge that:
 - 5.4.1. your review will be publicly displayed on your review page;
 - 5.4.2. any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on the RentSmart Asia Service.
- 5.5. RentSmart reserves the right to remove reviews that violate the [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the RentSmart Asia Service at any time as it deems fit without your consent or prior notification.

OWNER'S RULES

You should read these rules carefully before using the RentSmart Asia Service to lend an item (and therefore become an "Owner"). By using the RentSmart Asia Service as the Owner, you are agreeing to these rules (the "Owners' Rules") as well as the [Terms of Service](#).

1. RENTSMART'S ROLE

- 1.1. RentSmart is a platform for Owner to lend items to those who wish to rent them. The RentSmart Asia Service enables Owner to enter into transactions with Renter to lend these items, but it is important to remember that RentSmart is not part of that transaction (the "Transaction").
- 1.2. By signing up to RentSmart you are acknowledging that:
 - 1.2.1. you are not lending to RentSmart but to another user of the RentSmart Asia Service, who has signed up as the Renter; and
 - 1.2.2. RentSmart does not guarantee or endorse any Renter or content or communication posted by Renter (such as photographs, language, description used in listings).

2. COMMUNICATING WITH OTHER RENTERS

- 2.1. You can communicate directly with Renter on the RentSmart Asia Service by using the "Message User" feature. This is a good way to find out more information about the person who is looking to rent your item. However, you may not use this feature for the following:

- 2.1.1. sending unsolicited advertising or promotions that is not offered on the RentSmart Asia Service or is offered on an external website, requests for donations or spam;
- 2.1.2. offers to make national or international money transfers for amounts exceeding the asking price of an item with intent to request a refund of any portion of the payment;
- 2.1.3. harassing or abusing another user;
- 2.1.4. circumvent or manipulate any fee structure or billing process that RentSmart Asia Service may have or implement; or
- 2.1.5. forming an agreement outside the [Terms of Service](#) agreed with us for the purposes of Fee Avoidance.

3. LENDING AN ITEM

- 3.1. By offering to lend an item you agree and warrant that you:
 - 3.1.1. have provided an honest, accurate description, complete defect list about your item, filling in all information required as set out in [List An Item](#), including but not limited to, accurate up to date photographs, and a reasonable Estimated Value;
 - 3.1.2. provide honest, accurate information in your profile;
 - 3.1.3. shall not circumvent or manipulate any fee structure or billing process that RentSmart Asia Service may have or implement;
 - 3.1.4. will not engage in Fee Avoidance;
 - 3.1.5. shall not fail to lend the item you agree, unless the Renter fails to materially meet the terms mutually agreed upon between the parties; and
 - 3.1.6. have the funds available to cover the applicable cancellation fee payable to RentSmart in the case of a late cancellation.

4. WHAT CAN'T BE RENTED ON RENTSMART

- 4.1. Users come to RentSmart to find all sorts of items, and you are free to list almost anything. However, for some reasons, we have to prohibit certain items from being rented through the RentSmart Asia Service. This may be for legal reasons, or to protect our users and the spirit of RentSmart as a business.
- 4.2. The following types of items are prohibited or restricted on RentSmart:
 - 4.2.1. alcohol, tobacco, drugs and drugs paraphernalia;
 - 4.2.2. illegal items, items promoting illegal activity and highly regulated items
 - 4.2.3. internationally regulated items;
 - 4.2.4. pornography and mature content;
 - 4.2.5. items that violate third party intellectual property rights; or
 - 4.2.6. animal products.
 - 4.2.7. automobile
 - 4.2.8. real estate and spaces
- 4.3. Policy decisions are complex, and though we will try and avoid this as much as possible, we reserve the right to remove any other items from the RentSmart Asia Service if we feel that, for whatever reason, it is inconsistent with our values.

5. LEAVING A REVIEW

- 5.1. When you have lent an item using the RentSmart Asia Service, RentSmart encourages you to leave a review, as it helps Renters to build a good reputation, or warn other users about a poor experience.
- 5.2. You can leave a review by choosing a 1 to 5 star rating.

- 5.3. By leaving a review you acknowledge that:
 - 5.3.1. your review and profile information will be publicly displayed on the Renter's listing and review pages;
 - 5.3.2. your review will not contain:
 - 5.3.2.1. private information;
 - 5.3.2.2. obscene, racist or harassing language or imagery;
 - 5.3.2.3. advertising or spam; or
 - 5.3.2.4. content that will undermine the integrity of the review system of RentSmart; and
 - 5.3.3.** any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on RentSmart.
- 5.4. Similarly, you accept that the Renter can leave you a review and you acknowledge that:
 - 5.4.1. your review will be publicly displayed on your review page;
 - 5.4.2. any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on the RentSmart Asia Service.
- 5.5. RentSmart Asia reserves the right to remove reviews that violate the [Terms of Service](#) or [Privacy Policy](#) and/or any other policies relating to the RentSmart Asia Service at any time as it deems fit without your consent or prior notification.