

General Terms and Conditions of Rental Agreement

This Rental Agreement ("Agreement") is a binding agreement between you and MMX SOLUTIONS SDN BHD [Registration No. 200601022957 (742711-T)] ("MMX"), a private limited company incorporated in Malaysia with its principal business address at No. 175, Jalan KIP 5, Taman Perindustrian KIP, Kepong, 52200 Kuala Lumpur.

This Agreement governs the rental of the computer equipment ("Computer") from MMX via its official website at <https://maxrental.my> ("Website").

By clicking "accept", you unconditionally acknowledge and agree that:-

- i. You have read, understood, and accepted the terms of this Agreement;
- ii. If you are an individual, you are of legal age and capacity to enter into binding contract; and
- iii. You are legally bound by the terms and conditions set forth herein.

Please read this Agreement carefully before proceeding with any rental, submitting any forms, or providing information to MMX. If you have questions or require clarification regarding this Agreement or services/products offered by MMX, please contact us directly before placing an order.

MMX reserves the right, at its sole discretion, to modify, amend, or update this Agreement and any related documents or checklists at any time, with reasonable notice provided to the Customer. Any changes will take effect upon publication of the updated Agreement on the Website.

1 Definition and Interpretation

The following words and expression shall have the following meanings except where the context otherwise requires:

- "Additional Charge" means a charge payable by the Customer for additional services outside the scope of the Services in accordance with MMX's prevailing rates for such services including without limitation, the supply of spare parts and accessories.
- "Computer" refers to the rented device(s), including but not limited to computer hardware, pre-installed software, and any accompany accessories or peripherals (if applicable);
- "Customer" refers to the individual or entity who enters into the Agreement with MMX for the rental of the Computer, whether acting on their own behalf or on behalf of an organization.
- "Fee" means the rental fee or any other charges payable by the Customer for the Services, as specified on the Website.
- "MMX" means the MMX SOLUTIONS SDN BHD [Registration No. 200601022957 (742711-T)], including its successors, assigns and authorized representatives.
- "Party" means either MMX or the Customer individually, and "Parties" means both collectively.
- "Services" means the maintenance, support and any other services provided by MMX in relation to the Computer, as further described in Clause 2 herein.
- "Service Time" means the duration of the Services as defined in Clause 2.5.
- "Site" refers to the location or premises where the Services are to be performed or the Computer is delivered or used.
- "Term" means the duration of the Agreement, as agreed upon by the Parties.

1.1 The headings in these Conditions are for reference only and shall not affect the interpretation or construction of any provisions herein.

1.2 Words (including words defined in the Agreement) importing the singular also include the plural and vice-versa where the context requires. The words "written" and "in writing" include any means of visible reproduction.

2 Computer Rental & Warranty Services

2.1 MMX shall provide rental of Computer to Customer within a fixed initial period ("Initial Period") as stated and agreed. Upon expiry of the Initial Period, the Agreement shall be deemed to be renewed upon the terms and conditions herein contained for a further period of one (1) month term ("Subsequent Period") under the same terms and conditions, unless either Party provides written notice of termination prior to the expiry of the Initial Period or any Subsequent Period.

2.2 During the rental Term, MMX shall provide all Warranty Services to the Customer only for problems related to hardware issues, operating system issue, monitor screen issue, computer parts & software issue that comes together with the Rental Package. The Customer agrees and undertakes not to remove any warranty stickers attached on the Computer to prevent any void of warranty.

2.3 Services will be provided mainly through Remote Support. Onsite Support, if it is deemed necessary, may incur charges if in MMX opinion, the issue or problem is caused primarily by Customer.





- 2.4 Extra Services such as installation of 3rd party software, software troubleshooting or reformat within the rental term will incur extra charges in accordance with MMX's prevailing rates.
- 2.5 The Services shall be performed within MMX's Service Time: Monday to Friday, 9am to 6pm, excluding public holidays. Any service requests outside these hours shall only be accommodated if expressly agreed upon in writing by both Parties.
- 2.6 Onsite service & maintenance shall be performed at the original delivery address as stated in the website. If the Computer is located at different address, the Customer shall either return the Computer to the original delivered address or bring to MMX's office for servicing, unless otherwise mutually agreed by both Parties.
- 2.7 MMX shall cover losses & damages of the Computer that caused by natural disaster & theft, including but not limited to fire, flood, traffic accidents, and break in, in accordance with MMX's applicable insurance policy. To initiate a claim, the Customer must submit a complete police report along with supporting evidence and documentation as required.
- 2.8 Losses and damages caused by human error & negligence are expressly excluded from coverage. This includes, but is not limited to water spillage, dropping the Computer, submersion in water, mishandling or improper use, leaving the Computer in public areas without adequate protection or security and etc.
- 2.9 Customer shall indemnify MMX against loss, damage, theft or destruction of the Computer at market value to be determined by MMX for those that not covered under the above scenarios.

3 Modification, Changes and Enhancements

- 3.1 During the Term, MMX shall at its discretion undertake modifications, changes or enhancements to the Computer or implement any practices, procedures or measures deemed necessary to improve performance, ensure operational integrity or minimize damage to the Computer.
- 3.2 Before undertaking any such modification, change or enhancement etc as mentioned in Clause 3.1, MMX shall inform the Customer of the nature and purpose of the proposed action. Where applicable, MMX shall also disclose any associated costs. The Customer agrees to bear any Additional Charges for such modifications, changes or enhancements in accordance with Clause 7.2.

4 Exclusions & Additional Services

- 4.1 The Services do not include: -
 - a) Repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the Customer or its servants, agents, contractors or invitees or any person whether or not that person is under the control or direction or authority of the Customer.
 - b) Repair of damage arising from changes, alterations, additions or modifications of the Computer by a person other than MMX.
 - c) Repair of damage caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control or any environmental factor.
 - d) Repair of damage caused by the operation of the Computer other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of MMX or its personnel.
 - e) Repair of damage arising from the re-installation, moving or removing of the Computer by a person other than MMX.
 - f) Repair of damage caused by virus attack, malware or any circumstances beyond MMX reasonable control.
 - g) Transportation charges, whether for air, sea or land transport for Services carried on within or outside Klang Valley.
 - h) Work performed outside MMX's Service Time, unless otherwise agreed in writing.
 - i) The upgrading of or retrofitting of improvements or major modification to the Computer.
 - j) The upgrading of Computer Specification based on customer requirement to support certain application, etc.
- 4.2 At the Customer's request, MMX may, at its discretion, provide any of the excluded services listed in Clause 4.1 or other additional services not covered under the standard scope, subject to the applicable Additional Charge. MMX shall inform the Customer of the nature and cost of such services in advance, and the Customer must provide written acceptance of the Additional Charge prior to commencement of the service. All Additional Charges shall be payable in accordance to Clause 7.2.

5 Customer's Responsibilities and Undertakings

The Customer shall during the Term of this Agreement:-

- 5.1 Ensure that all Computers maintained by MMX are free from operation upon request, to allow MMX to perform the Services. Alternatively, the Customer shall ensure that MMX personnel have full and safe access to the Computer at all reasonable times





for the purpose of providing the Services. The Customer shall also ensure that such access conforms to any specifications issued by MMX from time to time.

- 5.2 Provide MMX personnel or representatives with a safe and secure work environment at all times while they are on the Site to enable work to be carried out.
- 5.3 Assign a qualified representative, to accompany MMX personnel during service visits, provide necessary assistance, and facilitate unrestricted access to the Site and the Computer to enable effective service delivery.
- 5.4 Upon request, to furnish MMX with sufficient information which in MMX's opinion, will enable the Services to be carried out forthwith and without interruption. The Customer shall be responsible for and bear the cost of any modification to the scope of the Services arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by the Customer.
- 5.5 Maintain the Computer in good operating condition as at the commencement date, excluding fair and tear. For the avoidance of doubt, the Customer shall be liable for any cracks or damage, including to the casing or LCD, that MMX reasonably determines occurred while the Computer was in the Customer's possession, custody, or control.
- 5.6 Perform routine day-to-day maintenance of the Computer, including but not limited to cleaning, operational checks, proper shutdown procedures, and system adjustments to ensure optimal performance and safety.
- 5.7 During the continuance of this Agreement, the Customer shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Computer other than day to day maintenance and the Customer shall not permit any other person except MMX personnel or representatives to carry out such work unless prior written approval has first been obtained from MMX.
- 5.8 Take reasonable precautions to ensure the Computer is not exposed to any risk of lost or being stolen.
- 5.9 Keep MMX fully informed of all material matters relating to the Computer.
- 5.10 Retain possession and control of the Computer at all times during the rental term.
- 5.11 Not sell or offer for sale, underlet or lend the Computer or allow the creation of any mortgage, charge, lien or other security interest in respect of it.
- 5.12 Not use the Computer for any unlawful purpose or in any way which may cause harm to any person.
- 5.13 Ensure that at all times the Computer remains identifiable as being MMX's property.
- 5.14 All such assistance to be provided by the Customer under this Clause 5 or in general shall be at the Customer's sole cost and expense.

6 Computer Ownership and Spare Parts

- 6.1 The Computer shall be the property of MMX at all time during the rental period. The Customer shall not under any circumstances to cause the ownership of the Computer under any form of legal dispute.
- 6.2 Upon the expiry or termination of the rental period, the Customer shall return the Computer to MMX in its original condition when it first rented to the Customer. Reasonable wear and tear of the exterior is acceptable. MMX reserves the right to impose additional charges if the Computer is returned in a condition deemed unacceptable or damaged beyond normal wear and tear.
- 6.3 In the case of Services for which an Additional Charge is payable by the customer for replacement of spare parts, ownership of such replacement of spare parts shall belong to MMX same as the main Computer which under Rental Scheme.

7 Payment, Charges and Fees

- 7.1 The Customer shall pay all Fees at the rate and in the manner specified at the time of order confirmation via the Website.
- 7.2 The Customer shall pay the Fee, all Additional Charges, and any cost whatever and howsoever incurred within the credit term given stated in the invoice from the date of issued invoice.
- 7.3 If the Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available to MMX, MMX shall be entitled to:





- a) Terminate the Agreement, suspend access to any software or services, and withdraw the Computer from the Customer's premises without liability for any resulting losses.
- b) Upon termination, recover all outstanding amounts plus rental charges for the unexpired portion of the Initial Period or any Subsequent Period.
- c) At its sole discretion, apply any monies received from the Customer, including deposits or security payments under this or any other agreement, towards the outstanding invoice.
- d) Charge interest on the overdue amount at a rate of one point five percent (1.5%) per month from the due date until full payment is received.

7.4 The Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments due to MMX unless agreed in writing by MMX.

7.5 MMX shall be entitled to adjust the Fees and Additional Charges in response to any changes in government legislation applicable to or affecting the Computer and/or Services. This includes, but is not limited to, the implementation or revision of SST, GST, or any other form of tax imposed by the government after the acceptance of the Agreement via the Website.

8 Deposit or Advance Payment

8.1 Customer shall pay certain amount of deposit or advance payment to MMX before or upon the delivery of Computer. The amount of deposit or advance rental will be clearly stated at the time of order confirmation via the Website.

8.2 MMX shall retain the deposit or advance payment throughout the rental period. The amount will be refunded to the Customer only upon the completion of the rental term and the return of the Computer to MMX in acceptable condition.

8.3 The deposit or advance rental will be refunded to Customer provided the Computer is collected or withdrawn by MMX and there are no outstanding payments, charges or liabilities owed by the Customer to MMX under the Agreement.

9 Customer Records & Service Reports

9.1 The Customer shall keep such records relating to the use and performance of the Computer as may be directed by MMX from time to time.

9.2 The Customer shall permit MMX to have access to such records at all reasonable times, including all periods during which the Services are being performed or preparations are being made for the Services to be performed.

10 Intellectual Property Rights & Confidentiality

10.1 All intellectual property rights in all materials (whether in hard copy or electronic form) which MMX creates or supplies to the Customer in the course of performing the Services under this Agreement will, as between the Parties, be owned by MMX.

10.2 The Customer acknowledges the confidential nature of, and the technology and design of the replacement parts and spare parts for the Computer and items associated with the Computer including, but not limited to, documentation, forms, trademarks, instructions, operating manuals and other information.

10.3 The Customer shall not, without MMX's prior consent in writing, copy or cause to be copied or disclosed any details of such technology, design, procedure or items to a third party.

10.4 The Customer may only make use of such details to the extent necessary to enable the Computer to be used in a manner reasonably contemplated by MMX.

10.5 The Customer may only disclose such details to those of its employees by whom it is required to enable the Computer to be used in a manner reasonably contemplated by MMX.

10.6 The Customer acknowledges that any discoveries, inventions, patents, designs or other rights arising directly or indirectly out of or in the performance of this Agreement are the property of MMX.

10.7 The Customer is responsible for the security of its proprietary and other classified information. The Customer undertakes to indemnify MMX against all claims brought by any party for loss or damage to such information howsoever caused.

10.8 Other than as specifically provided for in this Agreement, nothing in this Agreement assigns, transfers or grants a license to a Party over or in relation to pre-existing intellectual property rights owned by the other Party, MMX's supplier or a third party.





- 10.9 Each Party agrees not to, and shall ensure that its employees, agents and advisors do not, disclose to third parties, any confidential or proprietary information arising or disclosed pursuant to this Agreement (including information not generally known to the public, such as without limitation technical, development, marketing, sales, operating, performance, cost, know-how, business and process information or computer programming techniques), except: (i) with the prior written permission of the Party to whom such information belongs; (ii) as required by applicable law or regulation or pursuant to a court order or direction of any government authority or regulatory body or stock exchange; or (iii) where the information is already known to, or obtained by independent means, or independently developed, by the recipient, or is already in the public domain through no fault of the recipient.

11 Liability of Parties

- 11.1 The Customer shall keep MMX, its personnel and agents fully and effectively indemnified against any loss of or damage to any property or injury of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants, and shall pay to MMX all reasonable costs, charges and losses sustained or incurred by MMX as a result of MMX being prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Customer, its employees, agents or servants.
- 11.2 Without limiting the generality of the foregoing, MMX shall not be under any liability to the Customer for any loss of profit (actual or anticipated), loss of use, loss of production (including loss of hydrocarbons), loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, loss of power, cost of purchased or replacement power, contractual claims from third parties or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement

12 Force Majeure

- 12.1 MMX shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of MMX obligations in relation to the Services, if the delay or failure was due to force majeure.
- 12.2 For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of MMX such as, but not limited to any act of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events. If any delay in performing, or any failure to perform the Agreement is caused by the delay of a subcontractor of MMX and is beyond the control and without the fault or gross negligence of MMX, MMX shall incur no liability for such delay.
- 12.3 If such delay or failure continues for at least three (3) months, the other party may terminate this Agreement immediately with written notice. In such event, the Customer shall pay MMX a reasonable sum in relation to Services already rendered and costs and expenses incurred prior to termination.

13 Terminations & Early Termination Charges

- 13.1 This Agreement will be effective upon your electronic acceptance and shall continue to be in full force and effect until the determination or earlier termination of this Agreement.
- 13.2 Either Party may terminate this Agreement by providing a written notification to MMX prior to the expiry of the rental Initial Period or its Subsequent Period. Either party may terminate this Agreement with immediate effect upon written notice, if the other party ceases to carry on its business or if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other party; or if the other party makes any arrangement for the benefit of its creditors; or if the other party goes into liquidation.

Upon termination, all software licenses, devices, hardware, and/or any related IT products provided by MMX as a part of the Services shall be returned to MMX immediately, unless Customer has purchased them previously or elects to purchase them at the agreed price.

- 13.3 If the Customer terminate this Agreement before the expiry of the Initial Period or the Subsequent Period, then the Customer shall be liable for payment of all the amount due but unpaid up to the date of termination, and pay the remaining rental charges for the unexpired portion of the Initial Period or the current Subsequent Period, based on the agreed monthly rental rate confirmed at the time of order via the Website.





14 Applicable Law and Dispute Resolution

- 14.1 The Agreement (including these Conditions) shall be governed by and construed in accordance with the laws of Malaysia.
- 14.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it. If any such dispute cannot be settled amicably through ordinary negotiation between representatives of the Parties, the dispute shall be referred to the management of each Party who will meet in good faith in order to try and resolve the dispute.
- 14.3 All negotiations connected with the dispute will be conducted in complete confidence and the Parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the Parties in any future proceedings.

Acknowledgement Receipt & Acceptance

- ☐ By ticking the box on the Website, I/We confirm that we have read and understood the terms and conditions of the Rental Agreement and accepted the Rental Agreement by way of electronic signature and shall be bound by the terms and conditions of the Rental Agreement.

