

## Resimax Titanium Digital Membership Program – Terms and Conditions

Date of last revision: 28 August 2023

### 1. Introduction

- 1.1. Resimax is one of Australia's most dynamic & diversified property groups, and we're always striving to create the future.
- 1.2. We value our customers and wish to reward them through our Resimax Titanium Property Digital Membership Program (which is currently available only in the Eligible Countries) for completing various activities, such as enhancing their property education, interacting with the community, referring new members and purchasing properties with us.
- 1.3. These terms and conditions apply if you are a Member of the Program (**Program T&Cs**) and apply to you on and from the date you become, or became, a Member.
- 1.4. Any capitalised terms used in these Program T&Cs that are not otherwise defined have the meaning given to such terms in clause 21 of these Program T&Cs.

### 2. The Program

- 2.1. By:
  - a) creating a Membership account;
  - b) purchasing a Digital Ownership Token (**DOT**) in accordance with clause 4; and/or
  - c) claiming any Member Benefit (including the redemption of Property Credits) under the Program,you agree to be bound by the terms and conditions contained in these Program T&Cs.
- 2.2. To become a Member, you must:
  - a) register for Membership on the Resimax Exchange by creating a Membership account with Resimax on the Resimax Exchange;
  - b) acknowledge and agree to these Program T&Cs;
  - c) purchase a DOT in accordance with clause 4;
  - d) be a legal resident of an Eligible Country; and
  - e) either:
    - i. be an individual over 18 years of age; or
    - ii. an Entity that has complied with clause 3.1.
- 2.3. Resimax may refuse or rescind your registration for Membership, provided such refusal is in accordance with Resimax's legitimate business purposes or interests. For example, we may rescind your registration for Membership if you have misused Member Benefits.

2.4. Membership is personal to you and is only transferrable in accordance with clause 9.

### 3. **Authorised Representatives**

3.1. If you are a Member that is an Entity, you must notify Resimax in writing of the identity of your Authorised Representative using the contact details at clause 20 in order to exercise any rights in connection with the Program (including to purchase and sell a DOT, earn and redeem Member Benefits (such as Property Credits) or cancel your Membership). You acknowledge and agree that until you notify Resimax in writing of your Authorised Representative in accordance with this clause 3.1, you will not be eligible to participate in the Program (including to purchase and sell a DOT, earn and redeem Member Benefits (such as Property Credits) or cancel your Membership).

3.2. If you are a Member who is an Entity, you acknowledge and agree that only your Authorised Representative will be able to exercise the rights of a Member under these Program T&Cs with respect to your Membership (including the ability to purchase and sell a DOT, earn and redeem Member Benefits (such as Property Credits) or cancel your Membership).

3.3. If you are a Member who is an Entity, you acknowledge and agree that you may only have one Authorised Representative at any time. If you wish to change the identity of your Authorised Representative, you must notify Resimax in writing using the contact details at clause 20.

### 4. **DOT Fees**

4.1. To purchase a DOT in order to obtain a Membership, the Member must pay:

- a) if the DOT is purchased directly from Resimax, a one-time fee in the amount of \$2,500 USD; or
- b) if the DOT is purchased from another Member in accordance with clause 9, any relevant fees in connection with such purchase as set out on the Resimax Exchange at the time of such purchase,

(each, a **DOT Fee**).

### 5. **Privacy**

5.1. Resimax (or any Affiliate, employee, representative, agent or contractor acting on our behalf) collects personal information from Members to administer the Program, to properly account for accrued Member Benefits (including Property Credits) and for direct marketing. If personal information is not provided, you may not receive all of the Member Benefits of the Program (and, in some cases, you may not be eligible to participate in the Program).

- 5.2. By joining the Program as a Member, you consent to Resimax (and its Affiliates, employees, representatives, agents and contractors) using and disclosing your personal information for the purposes of direct marketing of our goods and services. Direct marketing communications may be made by email, SMS, push notifications, social media, WhatsApp (or other messaging applications) or by regular post.
- 5.3. The collection, use, disclosure and handling of your personal information in connection with the Program is governed by our Privacy Policy (which can be found here: <https://resimaxgroup.com.au/privacy-policy/>).
- 5.4. As further described in our Privacy Policy, you may opt-out of direct marketing communications in relation to the Program at any time by contacting Resimax using the contact details below, or by unsubscribing using the unsubscribe instructions in the relevant communication (such as email or SMS message). If you choose to unsubscribe, this will mean you will miss out on important and interesting marketing communications issued by Resimax (such as informative articles and promotional offers linked to the Program).

**6. Member Benefits**

**6.1. Member Benefits**

- a) Subject to clauses 13 through 16, Members will be entitled to the following Member Benefits, which will be provided by Resimax to Members in its sole discretion:

No.	Member Benefit
1.	access to Events;
2.	access to exclusive content through the Membership Resource Vault (available on Resimax’s website);
3.	a cash bonus of \$5,000 AUD for each Referred Purchase (subject to any limitations set out in these Program T&Cs, including clause 7.6.a));
4.	ability to earn Property Credits (in accordance with clause 6.2);
5.	exclusive and early access to launches of new properties and promotions relating to such new properties;
6.	a \$10,000 AUD cash rebate on any purchase of a Tick House that you make (which will be applied to the last instalment payment for such purchase); and
7.	access to the Resimax Exchange in order to purchase and sell DOTs (which include any Property Credits associated with such DOTs).

**6.2. Property Credits**

- a) Subject to clauses 13 through 16, Members will be entitled to earn Property Credits in accordance with the table below (each being “**Standard Property Credits**”):

No.	Activity	Property Credits able to be earned by the Member / Referring Member
1.	upon purchase of a DOT directly from Resimax and payment of the DOT Fee to Resimax	<p>A one-time allocation of 3,500 Property Credits.</p> <p>For the avoidance of doubt, a purchase of a DOT from another Member in accordance with clause 9 will not be eligible to earn these Property Credits.</p>
2.	Referral of a New Referred Guest to the Program in accordance with clause 7.1	200 Property Credits per Referral of a New Referred Guest.
3.	attending Resimax's 3D2N Melbourne Property Tour ( <b>RGI Platinum Tour</b> )	<p>2,000 Property Credits per RGI Platinum Tour.</p> <p>For the avoidance of doubt, any complimentary attendance at the RGI Platinum Tour that was provided to you for no cost will not be eligible to earn these Property Credits.</p>
4.	a New Referred Guest or Existing Referred Guest that you referred makes a Referred Purchase	10,000 Property Credits per Referred Purchase (subject to any limitations set out in these Program T&Cs, including in clause 7).

- b) In addition, Members may also be entitled to earn promotional Bonus Credits (**Bonus Property Credits**), which may be issued by Resimax to Members in its sole discretion from time to time (and which may be subject to additional terms and conditions, as notified to you at such time).
- c) A Member's is limited to maintaining a maximum balance of 250,000 Property Credits at any time. If the Member earns Property Credits at any time that would cause the balance of the Member's Property Credits to exceed 250,000 Property Credits, any Property Credits in excess of 250,000 will be forfeited and the Member will not be eligible to earn any additional Property Credits until such time as the Member redeems some of the 250,000 Property Credits (in such case, such Member will still be able to access other Member Benefits during this period).

- d) Subject to individuals that are referred to attend Events by a Member in accordance with clause 7.1, only a Member (or an Authorised Representative of an entity Member) is permitted to access Member Benefits (including earning Property Credits) by attending Events. Resimax may, in its sole discretion, request Government-issued photo identification of attendees of any Events to verify the identity of attendees, Members or Authorised Representatives of Members.
- e) All Property Credits expire five (5) years after the date on which they are earned (**Expiration Date**).
- f) At the time you purchase a DOT, if you previously have earned or otherwise collected Property Credits which are:
- i. earned by you in connection with or through other programs, promotions or offers provided by Resimax to you; and
  - ii. not otherwise attached to any other DOT,
- (Prior Property Credits)**, then:
- iii. any such Prior Property Credits will be automatically allocated to such DOT that you purchased; and
  - iv. for the purposes of determining the Expiration Date for such Property Credits, you will have been deemed to have earned such Prior Property Credits on the date of such purchase.

For the avoidance of doubt, for the purposes of clause 6.2.e), only Prior Property Credits that are held by you can be allocated to a DOT that you own.

- g) Any Property Credits that you earn following your purchase of a DOT (whether such Property Credits are earned through the Program or otherwise) will attach to your DOT and will be automatically added to the balance of Property Credits held on the DOT (subject to any limitations to earn Property Credits under these Program T&Cs, such as the restriction set out in clause 6.2b)). For the avoidance of doubt, for the purposes of clause 6.2.e), only Property Credits that you earn will attach to your DOT (and any Property Credits earned by any other individual or Entity will not be eligible to be added to your DOT).
- h) It may take up to 2 Business Days for any Property Credits that you earn to be added to the balance of Property Credits on a DOT.
- i) Resimax may, in its sole discretion, adjust a Member's Property Credits balance on a DOT in the event of an incorrect accrual (whether due to Resimax's error or otherwise) or where there are other grounds (for example, in connection with fraud) which we consider reasonably justify an adjustment, including to reduce the amount of such Member's Property Credits.

- j) If, prior to accepting these Program T&Cs (**Acceptance Date**), you have received some of the Member Benefits (such as Property Credits), any such Member Benefits that you have received from Resimax (or that Resimax promised would be provided) prior to the Acceptance Date will be provided to you on the terms and conditions notified to you at that time; provided that these Program T&Cs will otherwise apply to such Member Benefits (and will be deemed to have applied from the date that such Member Benefits were provided (or promised)).
- k) You grant Resimax permission to write metadata on any DOT you own for the purposes of administering the Program (including to attribute or adjust any Property Credits associated with the DOT or to amend (or note an amendment) to these Program T&Cs).

## 7. Earning Member Benefits as a Referring Member

### 7.1. New Referred Guest

- a) If you refer an individual to attend an Event, then in order for:
  - i. the individual to become a New Referred Guest; and
  - ii. for you to earn any Property Credits for a successful Referral in accordance with clause 6.2.a),

the following conditions must be met:

- iii. is the individual that you referred must not already be a Member, a New Referred Guest, an Existing Guest or an Existing Referred Guest;
- iv. you must register the individual for the Event via the Event referral registration form (available on the web page provided to you at the time you register for an Event);
- v. the individual must attend such Event (in accordance with clause 7.1.a)iv);
- vi. if the Event to which you referred the individual is an In-Person Event:
  - (A) the individual must attend such In-Person Event with Government-issued photo identification; and
  - (B) Resimax must successfully verify the identity of the individual at the In-Person Event; and
- vii. if the Event to which you referred the individual is an Online Event:
  - (A) the individual must attend the Online Event;
  - (B) the individual also must, within 90 days of the Online Event: (1) attend an In-Person Event with Government-issued photo identification; or (2) enter into a Contract for the purchase of a Residential Lot; and

- (C) in connection with (1) the In-Person Event or (2) the execution of a Contract in accordance with 7.1.a)vii(B), Resimax must successfully verify the identity of the individual.

For the avoidance of doubt, the individual will not be considered to be a New Referred Guest and you will not earn any Property Credits until each of the criteria set out in clauses (A) through 7.1.a)vii(C) have been met.

- b) Property Credit for a successful Referral can only be earned for referring a particular individual one time (meaning that if an individual has previously been successfully referred to attend an Event such that the individual was considered a New Referred Guest, then a Member cannot earn any benefits (including Property Credits) for referring that individual to another Event).
- c) It is your responsibility to notify the individual that you refer of the requirements set out in clauses 7.1.a)vi and 7.1.a)vii.

#### 7.2. Initial Exclusive Link Period

- a) Subject to clause 7.5.a), a New Referred Guest will be exclusively linked to the Referring Member who refers them under clause 7.1 (**First Referring Member**) for a period of 90 days from the date of the Event the New Referred Guest attended in accordance with clause 7.1.a)v (**Initial Exclusive Link Period**). For clarity, if an individual is referred to an Event by a Member but any of the criteria set out in clause 7.1 are not met (for example, if such individual does not attend the Event to which the individual was referred), such individual will not be a “New Referred Guest” and will not be linked to a Member.
- b) During the Initial Exclusive Link Period:
- i. if a Member other than the First Referring Member refers the New Referred Guest to an Event, such other Member will not receive any benefits for such referral and the New Referred Guest will not be linked to such other Member in any way; and
  - ii. if the New Referred Guest makes a Referred Purchase, the First Referring Member will receive the corresponding Member Benefits under clauses 6.1 and 6.2 for such Referred Purchase.

#### 7.3. Initial Open Link Period

- a) Following the Initial Exclusive Link Period, the New Referred Guest:
- i. will no longer be considered to be a “New Referred Guest” and will automatically become an Existing Guest; and
  - ii. will continue to be linked to the First Referring Member until the earlier of:
    - (A) the date that the Existing Guest becomes a Member; or
    - (B) the date that is 275 days following the end of the Initial Exclusive Link Period (such period being equal to 12 months from the date of the Event the Existing Guest attended in accordance with clause 7.1.a)v,

(such period, the **Initial Open Link Period**).



- b) During or after the Initial Open Link Period, if:
- i. any Member (including the First Referring Member) (such Member, the **Subsequent Referring Member**) refers the Existing Guest to attend an Event by registering the Existing Guest for such Event via the Event referral registration form (available on the web page provided to you at the time the Member registers for an Event); and
  - ii. the Existing Guest attends such Event,

then the Existing Guest will become an Existing Referred Guest of the Subsequent Referring Member and, subject to clause 7.5, will be exclusively linked to the Subsequent Referring Member for a period of 90 days from the date of the Event that the Existing Referred Guest attended in accordance with clause 7.3b)ii (**Subsequent Exclusive Link Period**); however, the Subsequent Referring Member will not be eligible to receive any Property Credits in accordance with item 2 of clause 6.2.a) in connection with referring the Existing Referred Guest to the Event.

- c) For the avoidance of doubt, at the conclusion of the Initial Open Link Period:
- i. the Referring Member and the Existing Guest are no longer linked in any way; and
  - ii. no Member Benefits will be provided to the Referring Member for any purchases made by the Existing Guest (unless a link is otherwise re-established in accordance with these Program T&Cs, including clauses 7.3b) and 7.4.c)).

#### 7.4. **Subsequent Exclusive Link Periods and Subsequent Open Link Periods**

- a) During any Subsequent Exclusive Link Period:
- i. if a Member other than the Subsequent Referring Member refers the Existing Referred Guest to an Event, such other Member will not receive any benefits for such referral and the Existing Referred Guest will not be linked to such other Member in any way; and
  - ii. if the Existing Referred Guest makes a Referred Purchase, the Subsequent Referring Member will receive the corresponding Member Benefits under clauses 6.1 and 6.2 for such Referred Purchase.
- b) Following any Subsequent Exclusive Link Period, the Existing Referred Guest:
- i. will no longer be considered to be a “Existing Referred Guest” and will automatically become an Existing Guest; and
  - ii. will continue to be linked to the Subsequent Referring Member until the earlier of:
    - (A) the date that the Existing Guest becomes a Member; or
    - (B) the date that is 275 days following the end of the Subsequent Exclusive Link Period (such period being equal to 12 months from the date of the Event the Existing Guest attended in accordance with clause 7.3.b)ii),

(such period, the **Subsequent Open Link Period**).



- c) During or after any Subsequent Open Link Period, if:
- i. any Member refers the Existing Guest to attend an Event by registering the Existing Guest for such Event via the Event referral registration form (available on the web page provided to you at the time the Member registers for an Event); and
  - ii. the Existing Guest attends such Event,  
then the Existing Guest will become an Existing Referred Guest of such Member and such Member will become a Subsequent Referring Member and, subject to clause 7.5, will be exclusively linked to the Existing Referred Member for a period of 90 days from the date of the Event that the Existing Referred Guest attended in accordance with clause 7.4.b)ii(which period will be considered an additional Subsequent Exclusive Link Period); however, the Subsequent Referring Member will not be eligible to receive any Property Credits in accordance with item 2 of clause 6.2.a) in connection with referring the Existing Referred Guest to the Event.
- d) For the avoidance of doubt, at the conclusion of any Subsequent Open Link Period:
- i. the Subsequent Referring Member and such Existing Guest are no longer linked in any way; and
  - ii. no Member Benefits will be provided to the Subsequent Referring Member for any purchases made by such Existing Guest (unless a link is otherwise re-established in accordance with these Program T&Cs, including clauses 7.3.b) and c)).
- 7.5. If a New Referred Guest, Existing Referred Guest or Existing Guest becomes a Member**
- a) If an individual who is a New Referred Guest, Existing Referred Guest or Existing Guest becomes a Member in accordance with these Program T&Cs at any time, then, as of the date the individual becomes a Member:
- i. such individual will no longer be considered to be a New Referred Guest, Existing Referred Guest or Existing Guest, as applicable;
  - ii. any relevant Initial Exclusive Link Period, Initial Open Link Period, Subsequent Exclusive Link Period or Subsequent Open Link Period automatically terminates; and
  - iii. any Referring Member that is linked to such New Referred Guest, Existing Referred Guest or Existing Guest will not be eligible to earn or receive any Member Benefits that the Referring Member otherwise may have earned or received as a result of any acts by such individual (including, for clarity, in connection with any Purchase).
- 7.6. Referred Purchase**
- a) Subject to clause 7.6b), if any Referred New Guest, Existing Referred Guest or Existing Guest (who is linked to a Member in accordance with clauses 7.2 through 7.4) makes a Purchase, the Referring Member will be eligible to earn a cash bonus in accordance with clause 6.1 and Property Credits in accordance with clause 6.2 in connection with such Purchase.

- b) For the purposes of any Referred Purchase:
- i. a Referring Member can only earn a cash bonus in accordance with clause 6.1 and Property Credits in accordance with clause 6.2 for the first Referred Purchase made by a particular New Referred Guest, Existing Referred Guest or Existing Guest (as applicable). For the avoidance of doubt, once any Referring Member earns a cash bonus and Property Credits for a Referred Purchase by a particular New Referred Guest, Existing Referred Guest or Existing Guest (as applicable), then no other Member will be eligible to earn a cash bonus or any Property Credits for any purchase of a Residential Lot by such New Referred Guest, Existing Referred Guest or Existing Guest;
  - ii. the Referring Member will be notified by Resimax within thirty (30) days following the date the Referred Purchase is made by the New Referred Guest, Existing Referred Guest or Existing Guest (as applicable);
  - iii. it may take up to seven (7) days following the notification provided in clause 7.6.b)ii for any Property Credits that a Referring Member earns in accordance with clause 6.2 to be added to the balance of a DOT; and
  - iv. the \$5,000 AUD cash bonus to be paid in accordance with clause 6.1 will be paid within sixty (60) days by Resimax (or an entity acting on Resimax's behalf) from the date the New Referred Guest or Existing Referred Guest (as applicable) makes the Referred Purchase.

#### 7.7. Marketing materials

- a) You grant Resimax and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, transferable, assignable (including the right to sublicense), royalty-free licence to use, maintain, reproduce, edit for production purposes, develop, distribute, photograph, film and record your name, likeness, image, voice, comments and any other information or material that identifies or concerns you in any manner as Resimax sees fit (including for its internal business purposes or to promote and advertise the Program, which may include being published on Resimax's website and its social media accounts).
- b) You must promptly execute any document and do any other acts reasonably requested by Resimax, at your expense, to give Resimax the full benefit of the licence in clause 7.7.a).

### 8. Redemption of Property Credits

- 8.1. Subject to the remainder of this clause 8, a Member may redeem Property Credits to contribute to the Member's payment of the deposit and/or purchase price for a Tick House, where for such a redemption the rate of redemption for such a redemption will be: 1 Property Credit is equal to \$1 AUD.
- 8.2. If a Member redeems Property Credits to contribute to the Member's payment of the deposit for a Tick House, the Member can only contribute 5,000 Property Credits to such deposit.

- 8.3. If a Member redeems Property Credits to contribute to the Member's payment of the purchase price for a Tick House, the Member can contribute up to 250,000 Property Credits toward such purchase price and such Property Credits must be redeemed on:
- a) the final payment for the Tick House (being the Stage 5 payment for such Tick House); or
  - b) if the amount of Property Credits that the Member wishes to redeem in connection with the payment for the Tick House exceeds the amount of the Stage 5 payment for the Tick House, then any Property Credits will first be applied to the Stage 5 payment and any surplus Property Credits will be applied to any payment(s) prior to the final payments for the Tick House in reverse order of stage payments due (for example, the Property Credits will first be applied to the Stage 5 payment, then the Stage 4 payment, and then the Stage 3 payment, and so on).
- 8.4. In order for a Member to use Property Credits to contribute to the payment of the deposit and/or purchase price for a Tick House, the Member must notify Resimax in writing using the contact details set out in clause 20:
- a) at the time they are signing the Contract for such Tick House, that the Member wishes to apply Property Credits to such deposit or purchase of the Tick House (such notice, the **Initial Notice**);
  - b) with respect to the payment for the deposit, at the time of signing the Contract, the amount of Property Credits the Member wishes to apply to such deposit for the Tick House; and
  - c) with respect to the payment of the purchase, by no later than the time of the Stage 4 payment, the amount of Property Credits the Member wishes to apply to such purchase of the Tick House.
- 8.5. If a Member has already purchased a Tick House and the building of such Tick House has commenced (i.e., from the beginning of site works and slab pour), the Member:
- a) can apply any Standard Property Credits (including any Standard Property Credits attached to a DOT it subsequently purchases) to the purchase price of such Tick House (subject to the requirements under clause 8.4); and
  - b) cannot apply any Bonus Property Credits to the purchase price of such Tick House.
- 8.6. For clarity, Bonus Property Credits can only be used to pay for purchases of a Tick House where the date on which the Bonus Property Credits are earned by the Member is before the date the building of such Tick House commences (i.e., from the beginning of site works and slab pour), meaning that the build of the Tick House to which the payment will apply must not have commenced at the time the Member wishes to apply the Bonus Property Credits towards the purchase price of the Tick House.

## 9. Sale of DOTs

- 9.1. A Member may sell the Member's DOT (and thereby transfer associated Property Credits) via the Resimax Exchange. The DOT (including any associated Property Credits) must only be sold or otherwise transferred on the Resimax Exchange.
- 9.2. A Member must sell a DOT on the Resimax Exchange for a minimum price of \$2,500 USD (**DOT Sale Price**).
- 9.3. If a Member buys, transfers or sells any DOT via any method other than the Resimax Exchange:
  - a) Resimax may remove such DOT from the Program;
  - b) the Property Credits attached to such DOT may be forfeited by such Member;
  - c) any future owner of such DOT may be ineligible from obtaining Membership in accordance with these Program T&Cs; and
  - d) such Member's Membership associated with such DOT may be cancelled in accordance with clause 14.
- 9.4. If a Member sells a DOT, they will incur the following "**Selling Fees**", which are used for the administration and operation of the Resimax Exchange (including setup, maintenance and other general compliance issues):
  - a) 7.4% of the DOT Sale Price as a royalty fee; and
  - b) 2.5% of the DOT Sale Price as a marketplace transaction fee.
- 9.5. Any Selling Fees will be automatically deducted from the DOT Sale Price and paid to Resimax at the time of selling such DOT.
- 9.6. As detailed in clause 6.2.h), it may take up to 2 Business Days for any Property Credits to be added to the balance of a DOT. If you earn any Property Credits within the 2 Business Day window before the date that you sell a DOT, such Property Credits that are earned may be associated with the DOT that you sold (which you may no longer own), including any Property Credits that may be earned in connection with a Referral or a Referred Purchase. In such circumstances, Resimax may not be able to recover such Property Credits and has no responsibility to recover such Property Credits or any liability in connection with such Property Credits (or your inability to use or recover such Property Credits).
- 9.7. If a Member sells all of the DOTs they own (meaning they no longer hold any DOTs), the Member's Membership will be cancelled (in accordance with clause 13).

## 10. Owning multiple DOTs

- 10.1. A Member may purchase and hold more than one (1) DOT at any time.

- 10.2. If a Member holds more than one (1) DOT at any time and earns Property Credits:
- a) the DOT with the oldest Property Credits associated with it will be set as the “default” DOT (**Default Dot**) and any Property Credits earned by the Member will attach to the Default DOT; and
  - b) if the Member wishes to nominate an alternative “default” or “primary” DOT (**Nominated DOT**) so that any Property Credits that the Member earns with be associated with the Nominated DOT, the Member must notify Resimax in writing that it would like the Nominated DOT to be converted to the Member’s Default DOT (rather than the existing Default DOT). This process can take up to 2 Business Days. For the avoidance of doubt, Property Credits will not be associated with a Nominated DOT until such time that the Nominated DOT has been converted by Resimax to the Default DOT following the receipt of the Member’s notice in accordance with this clause 10.2b).
- 10.3. If a Member holds more than one (1) DOT and has indicated that the Member wishes to use Property Credits to purchase a Tick House by providing the Initial Notice pursuant to clause 8.4.a), such Member:
- a) may only use the Property Credits associated with one (1) DOT to the purchase of such Tick House; and
  - b) must, as part of the Initial Notice provided under clause 8.4.a), notify Resimax from which DOT such Property Credits should be redeemed to contribute to the Member’s payment of the purchase price for such Tick House.
- 10.4. If a Member fails to specify the relevant DOT as part of the Initial Notice in accordance with clause 10.3.b), the Property Credits associated with the Default DOT will be redeemed to contribute to the Member’s payment of the purchase price for such Tick House.

## 11. **Linked Websites**

- 11.1. We may provide links to third parties’ websites or may offer Members access to our community groups on third parties’ websites, such as Discord (**Linked Websites**). Unless otherwise notified on a Linked Website, Linked Websites are not reviewed, controlled or examined by us in any way. The provision of links to Linked Websites does not mean that Resimax endorses or recommends, or has any association with, the Linked Websites or the relevant third party goods and services.
- 11.2. You acknowledge and agree that we are not responsible for any of the content, availability, advertising, products, services or other materials of any Linked Websites, or any additional links contained on Linked Websites, or the conduct of any person associated with a Linked Website.

11.3. Linked Websites may be subject to their own terms and conditions and privacy policies. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using a Linked Website. As such, you may be subject to additional terms and conditions in relation to use of these third parties' websites. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using third parties' websites.

## 12. **Additional Benefits and Member Benefits**

12.1. Resimax may make Additional Benefits available to Members from time-to-time. The Additional Benefits made available to Members from time-to-time will be specified on our websites or communicated by email, SMS, push notification, WhatsApp (or other messaging applications), social media or regular post (depending on your communications preferences as notified to us by you, using our contact details below). Such Additional Benefits may be withdrawn, amended or substituted from time to time where there are grounds which we consider reasonably justify a withdrawal, amendment or substitution or otherwise in accordance with these Program T&Cs.

12.2. Unless otherwise specified, Member Benefits are personal to you, are not transferable (except in connection with the sale of a DOT in accordance with these Program T&Cs) and are not redeemable for cash (except as expressly stated in these Program T&Cs).

12.3. Members may also be given the opportunity to receive offers and special discounts (**Offers**). Offers are subject to further terms and conditions, the details of which will be made available to you at the time of each Offer. Offers may be communicated by email, SMS, push notifications, WhatsApp (or other messaging applications social media or regular post (depending on your communications preferences).

## 13. **Cancelling your Membership**

13.1. Your Membership will be cancelled if:

- a) You provide notice to Resimax in writing using the contact details at clause 20) that you wish to cancel your Membership; or
- b) you sell all of the DOTs that you own (meaning that you no longer hold any DOTs).

13.2. Prior to cancelling your Membership in accordance with clause 13.1.a), you are entitled to sell any DOTs in accordance with clause 9.1.

## 14. **Rejection, Suspension and Cancellation**

14.1. Resimax reserves the right, at any time, for any reason and without notice, to:

- a) decline to register Memberships or provide Member Benefits;

- b) reverse any Member Benefits, including any Property Credits credited to you or a DOT that you own; or
- c) suspend or cancel a Membership.

14.2. Grounds for performing any of the actions or exercising any of the rights referred to in clause 14.1 include:

- a) any abuse or attempted abuse of the Membership, the Program, any Member Benefits or anything associated with Resimax;
- b) any Member Benefits (including any Property Credits) which are accumulated fraudulently or credited or accumulated erroneously;
- c) any act or omission contrary to the terms in these Program T&Cs;
- d) any use or attempted use of an entitlement to Property Credits or any other Member Benefit in a manner contrary to these Program T&Cs;
- e) any reasonable suspicions of unacceptable conduct in connection with Membership, including any reasonable suspicion of dishonesty, fraud or wrongful conduct; or
- f) your bankruptcy or death.

## 15. Consequences of Cancellation

- 15.1. Any cancellation of your Membership (whether by you in accordance with clause 13 or by Resimax in accordance with clause 14) will automatically result in:
  - a) the cancellation or forfeiture of accrued Property Credits and other Member Benefits (and you will not be entitled to any refund for any purposes, including any fees paid); and
  - b) you no longer being able to participate in the Program or being eligible to earn or receive any Member Benefits.
- 15.2. On cancellation of your Membership, we may continue to retain your Membership information for our ongoing relationship with you, for record-keeping purposes and for our general data analysis purposes.
- 15.3. Resimax does not provide any warranty as to the continuing availability of the Program, and may terminate or suspend the Program at any time. In the event of suspension or termination of the Program, we will take reasonable steps to notify you. If the Program is terminated, all accrued Property Credits, and other Member Benefits must be redeemed within 6 months of the date Resimax provides notice to you. All accrued Property Credits, and other Member Benefits which are not redeemed within 6 months of the date of notice will be automatically forfeited.



- 15.4. Resimax will use reasonable endeavours to transmit notices relevant to the administration of the Program to each Member in accordance with the Member's communications preferences. Any notice will be deemed to have been given if posted to the mailing address, or emailed to email address or sent via WhatsApp to the WhatsApp number last notified by the Member. Each Member is responsible for advising Resimax of any change to the Member's contact details or communications preferences. Resimax will not be liable for an accidental failure to deliver (or the non-receipt of) a notice.
- 16. Change to the terms in this Membership Program T&Cs**
- 16.1. We may, in our sole discretion, amend or update the terms and conditions contained in these Program T&Cs and will take reasonable steps to bring any material changes to your attention, such as by posting the amendments on Resimax's website.
- 16.2. Any updates to these Program T&Cs made by Resimax supersede any previous versions of the Program T&Cs (including any versions of the Program T&Cs included in the metadata of a DOT).
- 16.3. As you are bound by these Program T&Cs, you should review these terms from time to time. By continuing to participate in the Program after any amendments are made to the terms in these Program T&Cs, you are deemed to agree to, and be bound by, such changes. If any change has a detrimental effect on you, you may cancel your Membership in accordance with clause 13.
- 17. Representations and Warranties**
- 17.1. The Member represents and warrants that:
- the Member has the power and authority to agree to and be bound by these Program T&Cs; and
  - the Member's entry into and performance of these Program T&Cs will not violate any applicable law, regulation or agreement to which the Member is bound; and
  - the Member will comply with all applicable laws and regulations.
- 18. Limitation of Liability**
- 18.1. In no event will Resimax, its subsidiaries or its affiliates (or any of their respective directors, officers, employees, or agents) be liable for any direct, indirect, special, exemplary, punitive, special, incidental or consequential damages of any kind arising out of or in connection with , the Program (including the operation of the Program), these Program T&Cs, your Membership.
- 18.2. You acknowledge and agree that there may be:
- delay in issuing you with, or non-issue to you of, any Member Benefits (including any Property Credits);

- b) acts, errors, omissions by us in the course of providing the Program (including as referred to in these Program T&Cs);
- c) a suspension and/or termination of, and/or change to, the Program, including the ability for Members to earn and redeem Property Credits,

and to the maximum extent permitted by law, Resimax will not be liable to you in any way for any cause in connection with such matters, including for any unused Member Benefits (including Property Credits balance attached to your Membership) at the time of termination.

- 18.3. You agree that any comments, suggestions or recommendations you may receive from us or others as part of Member Benefits (including any Property Credits) may not be suitable, accurate or complete and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with the Program (including any Member Benefits), your reliance should be based solely on your own judgement including as to the extent which you should obtain or use any Member Benefits (including any Property Credits).
- 18.4. Any claimed discrepancy in relation to accrued Member Benefits (including any Property Credits) must be notified in writing by you to Resimax, together with a legible copy of any relevant supporting evidence. In the case of dispute, the decision of Resimax will be final and binding.
- 18.5. Any dispute regarding eligibility to participate in the Program, accrual or redemption of any Member Benefits (including any Property Credits), eligibility for any Member Benefit or any other dispute which arises in connection with a Member's participation in the Program will be determined by Resimax in its sole and absolute discretion.
- 18.6. You agree to indemnify and defend us and hold us harmless from and against all losses, expenses, damages and costs (including reasonable solicitor's fees) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with, or in respect of your conduct in breach of these Program T&Cs.

## 19. General

- 19.1. **Entire agreement:** These Program T&Cs constitute the entire agreement between Member and Resimax relating to its subject matter and supersedes all prior negotiations, understandings, representations, warranties, arrangements and agreements between the parties (whether in writing or oral, relating to the subject matter).

- 19.2. **Force majeure:** We will not be in breach of these Program T&Cs or otherwise liable to you or any other person for any unavailability or failure of the Program, the Resimax Exchange, the Member Benefits (including any Property Credits) or any delay or other failure by us to comply with these Program T&Cs that is caused by or arises from any event or circumstances beyond our control.
- 19.3. **Rights cumulative:** The rights, powers, privileges and remedies provided under any provision of these Program T&Cs are cumulative and not exclusive of any rights, powers, privileges or remedies provided under any provision of these Program T&Cs or by applicable law or otherwise.
- 19.4. **Waiver:** No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these Program T&Cs will impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power, privilege or remedy under these Program T&Cs will prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.
- 19.5. **Invalidity:** Any clause or provision of these Program T&Cs held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a clause or provision as required by this clause, part or all of the provision or clause of these Program T&Cs will be severed from these Program T&Cs and the remaining clauses or provisions continue in force.
- 19.6. **Governing law:** These Program T&Cs are governed by the laws of the Eligible Country where you reside. You are deemed to submit to the non-exclusive jurisdiction of the courts of such Eligible Country.
- 19.7. **Affiliates and service providers:** You acknowledge and agree that Resimax may authorise any of its Affiliates or service providers to assist in the operation of the Program and/or to exercise any of its rights or obligations under these Program T&Cs on behalf of Resimax.

## 20. Contact details

If you have any queries or complaints regarding the Program or your Membership, you should contact us on the contact details below:

RESIMAX ENTITY	
<b>Phone</b>	+60327863545 (Land), +60172233965 (Mobile/WhatsApp)
<b>Email</b>	info@resimaxgroupmalaysia.com
<b>Postal address</b>	Unit 32-01, Level 32, The Vertical Corporate Office Tower B, Avenue 10, Bangsar South, No.8 Jalan Kerinchi, 59200 Kuala Lumpur Malaysia

## 21. Definitions and interpretation

21.1. In these Program T&Cs, unless expressed to the contrary:

- a) **Additional Benefits** are additional Member Benefits which Resimax specifies from time to time in connection with the Program, including any additional Member Benefits that are added to these Program T&Cs by Resimax from time to time. For the avoidance of doubt, once an Additional Benefit is specified by Resimax, it becomes a Member Benefit.
- b) **Affiliate** means, in respect of a company or other business entity, any company or other business entity Controlled by, Controlling, or under the common Control of a third party that also Controls that company or other business entity from time to time.
- c) **Authorised Representative** means the individual who has been nominated by a Member that is an Entity in accordance with clause 3.
- d) **Business Day** means any day which is not a Saturday, Sunday or public holiday in the Eligible Country where you reside.
- e) **Contract** means:
  - i. if an individual is entering into a contract to purchase Land, the relevant contract of sale for such purchase;
  - ii. if an individual is entering into a contract to purchase a townhouse, the relevant contract of sale for such purchase;
  - iii. if an individual is entering into a contract to construct a house, the relevant building contract for such construction; or
  - iv. if an individual is entering into a contract(s) to construct a house and purchase Land, the relevant contract(s) for such construction and purchase.

- f) **Control** means the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty per cent (50%) or more of the voting interest, by contract, or otherwise (and **Controlled** and **Controlling** are to be construed accordingly).
- g) **Eligible Country** means the following list of countries (which Resimax may update from time to time in its sole discretion):
- i. Malaysia; and
  - ii. Singapore.
- h) **Entity** means any company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality).
- i) **Existing Guest** means an individual who:
- i. was a New Referred Guest but is no longer a New Referred Guest because the relevant Initial Exclusive Link Period expired; or
  - ii. was an Existing Referred Guest but is no longer an Existing Referred Guest because the relevant Subsequent Exclusive Link Period expired.
- j) **Existing Referred Guest** means an Existing Guest who attends an Event during an Initial Open Link Period or a Subsequent Open Link Period and becomes exclusively linked to a Member in accordance with clause 7.3.b) or clause 7.4.c).
- k) **Event** means an event run by Resimax, including Online Events and In-Person Events.
- l) **In-Person Event** means an event run by Resimax that is provided in-person (including in-person seminars and RGI Platinum Tours).
- m) **Land** means a block of land which:
- i. has been marketed by Resimax Group Investor; and
  - ii. is purchased through the primary market from the developer.
- n) **Member** means a person who has obtained a Membership.
- o) **Member Benefits** means:
- iii. the benefits set out in clause 6 (including any Property Credits); and
  - iv. any Additional Benefits.
- p) **Membership** means your registration for the Program in accordance with the requirements of these Program T&Cs (including clause 2.2).

- q) **New Referred Guest** means an individual who:
- i. was never a Member, New Referred Guest, Existing Referred Guest or Existing Guest (as determined by Resimax in its sole discretion);
  - ii. registers for and attends one of the following:
    - A. an In-Person Event (and their identity is verified in accordance with clause 7.1.a)vi); or
    - B. an Online Event (and their identity is verified in accordance with clause 7.1.a)vii).
- r) **Online Event** means an event run by Resimax that is provided online (including educational webinars).
- s) **Program** means the Resimax Titanium Property Digital Membership Program offered in the Eligible Countries, and provided and operated by Resimax (and its Affiliates and service providers) pursuant to these Program T&Cs.
- t) **Program T&Cs** means the terms and conditions on this page, as amended and published on the Program website from time to time.
- u) **Property Credits** means the credits awarded to or earned by Members pursuant to, and redeemable in accordance with, these Program T&Cs (or as otherwise awarded to Members by Resimax in Resimax's sole discretion), including any Standard Property Credits and Bonus Property Credits.
- v) **Purchase** means when a New Referred Guest, Existing Referred Guest or Existing Guest:
- i. enters into a Contract for a Residential Lot;
  - ii. pays the full deposit required under such Contract; and
  - iii. satisfies any other conditions under the Contract to make the Contract unconditional, including any Foreign Investment Review Board criteria under the Contract, for the Residential Lot (as applicable).
- w) **Referral** means when a Member successfully refers an individual to attend an Event such that the individual becomes a New Referred Guest in accordance with clause 7.1.
- x) **Referring Member** means a First Referring Member or Subsequent Referring Member who refers a New Referred Guest, Existing Referred Guest or Existing Guest in accordance with clause 7.
- y) **Referred Purchase** means a Purchase made in accordance with clause 7.6 by a New Referred Guest, Existing Referred Guest or Existing Guest that is referred by a Referring Member.

- z) **Residential Lot** means Tick House or Land (as applicable).
- aa) **Resimax Exchange** means the platform on which Members can create a login account, use a digital wallet (to store any DOTs you own), purchase and sell DOTs, and earn Property Credits.
- bb) **Tick House** means a new (a) town house (b) house or (c) house and land package, which:
  - v. has been marketed by Resimax Group Investor; and
  - vi. is purchased through the primary market from the developer.

For the avoidance of doubt, a town house or a house purchased from a builder other than Resimax or its Affiliates will not be considered a Tick House for the purposes of these Program T&Cs.

21.2. Unless the context of these Program T&Cs otherwise requires:

- a) references to “**Resimax**”, “**we**”, “**our**” and “**us**” are references to **RESIMAX GROUP MALAYSIA SDN BHD** (formerly known as Resimax Malaysia Sdn Bhd) (Company No. 20150102770) and references to “**you**” and “**your**” are references to the Member who acknowledged and agreed to these Program T&Cs (or, if the relevant Member is an Entity, are references to the Member that authorised its Authorised Representative to acknowledge and agree to these Program T&Cs on behalf of such Member) and has registered as a Member, used the Resimax Exchange or who has sought to earn, use or redeem any Property Credits or Member Benefits;
- b) the headings of the clauses to these Program T&Cs are for convenience only and shall not be taken into account in construing these Program T&Cs;
- c) the singular includes the plural and vice versa;
- d) references to a party or parties are reference to either Resimax or you or both, as deemed necessary and appropriate;
- e) references to these Program T&Cs and other documents shall be deemed to be references to such Program T&Cs and other documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time;
- f) any reference to a ‘person’ includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same includes a reference to the others;



- g) any phrase introduced by the words 'including', 'include', 'in particular', 'for example' or any similar expression must be construed as illustrative only and must not be construed as limiting the generality of any preceding words; and
- h) the words 'shall', 'will' or words with similar meanings shall be interpreted to mean 'must'.

**For the latest version of these RGI Titanium membership Terms and Conditions please goto <https://resimaxgroupinvestor.com/titanium/>**