



SWIFTASSIST SERVICE AGREEMENT

TERMS OF SERVICE

This Service Agreement ("**Agreement**") is entered into between Reale Enterprise ("**REALE, we, us, or our** ") and the client ("**Client**") for the provision of the SwiftAssist service ("**Service**"). By availing of the Service, Client agrees to be bound by the terms and conditions set forth herein.

1. SCOPE OF SERVICE

- 1.1. The Service provided by REALE entails assigning a representative ("**Representative**") to greet potential buyers ("**Buyers**") and facilitate property viewings on behalf of the Client.
- 1.2. The Representatives provided by REALE are not real estate professionals. They are tasked solely with showcasing the property and addressing basic inquiries from potential buyers. Any inquiries beyond their purview will be duly noted and relayed to the Client.
- 1.3. The Representatives are not responsible to follow up with the Buyers or attempt to conclude any deals on behalf of the Client.
- 1.4. Key collection services are available upon request, subject to the fees outlined in the Pricing section. This fee encompasses both key collection and return services to the Client.



2. **AREAS COVERED**

2.1. The Service covers the following areas:

Kuala Lumpur, Ampang Jaya, Batu Caves, Cyberjaya, Kajang, Petaling Jaya, Puchong, Putrajaya, Selayang, Seri Kembangan, Shah Alam, and Subang Jaya.

2.2. The covered areas are subject to change without prior notice.

3. **NOTIFICATION TO THE BUYERS**

Prior to property viewings, the Client must inform Buyers in advance that a representative from REALE will be facilitating the viewing. Buyers' consent to this arrangement is imperative to avoid any misunderstandings.

4. **PRICING**

4.1. The pricing for the Service is as follows:

Area	Weekday	Weekend / Holiday
Kuala Lumpur	RM 80	RM 150
Selangor	RM 120	RM 180

- Service hours are from 9:00 a.m. to 7:00 p.m.
- The price is based on per session/time basis.
- The pricing includes key collection and return services.

4.2. The pricing and service hours for the Service are subject to change without prior notice.



5. SCHEDULING

The Client shall utilize the "Request for SwiftAssist" form within the "My Account" >> "My Listings" section on reale.com.my ("Website") to submit a request for the Service. We will promptly confirm the availability of a Representative for the chosen time slot.

6. PAYMENT

An invoice will be sent to the Client by email or WhatsApp upon confirmation of Representative availability. The Client shall remit payment accordingly.

7. CANCELLATION

Should the Client require cancellation of the service, a written notification via email (support@reale.com.my) or WhatsApp (+6010-286 1496) must be forwarded to us at least 24 hours before the scheduled time slot. A full refund will be issued within fourteen (14) working days. Failure to provide such notice will result in a charge of 50% of the paid amount.

8. BUYER NO-SHOW POLICY

In the event that the Buyer fails to appear at the scheduled time, despite the Representative's presence at the appointment, no refund shall be issued under such circumstances.

9. DISCLAIMER

While REALE diligently selects trustworthy Representatives, it cannot assume liability for any damages or losses incurred to the property during the period in which spare keys are in their possession. The Client agrees not to hold REALE or its Representatives responsible for any damages or losses claimed.



Furthermore, REALE and its Representatives shall not be held responsible for any damages or losses arising out of or in connection with the Client's use of the Service. This includes, but is not limited to, direct, indirect, incidental, consequential, special, or punitive damages. Such damages may arise from various factors, including the actions of our Representatives, property damage, or disruptions to the Client's property viewing schedule.

10. RESPONSIBILITY TO FINALISE DEAL REMAINS TO THE OWNER

As stated in Section 1, Subsection 1.3, it is not within the scope of the Representatives' duties to finalize deals on behalf of the Client during property viewings. The responsibility for follow-up actions and the endeavour to close the deal for the property sale solely rests with the Client. Consequently, REALE and its Representatives cannot be held liable for any damages or losses resulting from the failure of a property sale transaction.

11. CONSENT FROM CLIENT

In the interest of transparency and mutual understanding, a brief agreement form acknowledging the limitation of liability will be presented for the Client's review and signature when the Representative collects the keys. This procedural step aims to streamline processes and safeguard the interests of both parties involved.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to any principles of conflicts of law. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Malaysia.



13. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless REALE, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- The Client's use of the Service;
- Any violation of this Agreement by the Client;
- Any infringement of the rights of another party by the Client.

14. FORCE MAJEURE

We shall not be liable for any failure or delay in performing our obligations under these Terms of Service to the extent such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, governmental actions, labour disputes, or infrastructure failures.

15. MODIFICATION OF TERMS

We reserve the right to update or modify these Terms of Service from time to time at our discretion. Any changes will be effective upon posting of the revised terms on the Website or through other means of communication provided to users. It is the responsibility of users to review the updated terms periodically. Continued use of the Service after the effective date of the revised terms constitutes acceptance of the modifications.