

Defix Inspection Terms and Conditions

Last Updated: 01 June 2026

1. Acceptance of Terms

Welcome to Defix Inspection ("Defix", "Platform", "Service", "we", "our", or "us").

By creating an account, accessing, or using the Defix mobile application, web portal, or related services, you agree to be bound by these Terms and Conditions ("Terms").

If you are using the Service on behalf of a company, organization, or inspection business, you represent and warrant that you have the authority to bind that entity to these Terms.

If you do not agree to these Terms, you must not access or use the Service.

2. Scope of Service

Defix Inspection is a digital property defect inspection and management platform that enables users to:

- Record and manage property defects
- Capture and store inspection photographs
- Generate inspection reports
- Track defect rectification progress
- Share inspection information with authorized stakeholders
- Manage inspection projects through a secure cloud-based platform

Defix Inspection is solely a software and technology provider. Defix Inspection does not perform property inspections, construction assessments, engineering evaluations, defect verification, rectification works, or property handover services. Users remain solely responsible for all inspection activities, findings, recommendations, reports, and professional judgments.

3. User Accounts and Responsibilities

Account Registration

Users must provide accurate, complete, and current information when creating an account. You agree to update your information whenever necessary to maintain its accuracy.

Account Security

You are responsible for:

- Maintaining the confidentiality of your login credentials
- Restricting unauthorized access to your account
- All activities performed under your account

You must immediately notify us of any unauthorized use of your account.

Professional Responsibility

Users are solely responsible for:

- Inspection accuracy
- Defect descriptions
- Inspection findings

- Uploaded photographs
- Recommendations provided to clients

Defix Inspection does not review, validate, or guarantee the accuracy of any inspection content.

4. Account Plans and Usage Capacity

Defix Inspection may offer various account plans, service tiers, usage capacities, or inspection quotas. Features, limitations, and available capacities may vary depending on the assigned account plan.

Where applicable:

- One inspection case represents one property inspection project or property unit.
- Usage capacity may be consumed upon creation or activation of an inspection case.
- Certain functions may be subject to usage limits based on the assigned account plan.

Defix Inspection reserves the right to modify account plans, capacities, and service offerings at any time.

5. Inspection Reports and Data Integrity

Inspection reports generated by the Platform are based entirely on information entered by the user.

Users acknowledge that:

- Generated reports reflect the data submitted by the inspector.
- Reports are only as accurate as the information provided.
- Certain workflows may lock completed inspections or reports to preserve data integrity and auditability.

Defix Inspection is not responsible for omissions, inaccuracies, errors, or incomplete information contained within inspection reports.

6. Stakeholder Access and Shared Links

The Platform may provide secure web links or portal access to authorized third parties including:

- Property owners
- Homeowners
- Developers
- Contractors
- Subcontractors
- Consultants
- Project stakeholders

The account owner is solely responsible for:

- Sharing access with authorized parties
- Managing stakeholder permissions
- Ensuring recipients are authorized to access the information

Defix Inspection is not responsible for unauthorized sharing, misuse, or disclosure of access links by users or third parties.

7. Rectification Tracking and Third-Party Updates

The Platform may allow contractors, subcontractors, developers, or other stakeholders to upload:

- Progress updates
- Completion status
- Work-done records
- Supporting photographs

Defix Inspection does not verify, audit, inspect, or validate any information submitted by third parties.

Users acknowledge that all updates are provided by the submitting party and may not reflect actual site conditions. Defix Inspection accepts no responsibility for inaccurate, misleading, fraudulent, delayed, or incomplete updates.

8. User Content and Data Rights

Users retain ownership of all inspection data, photographs, reports, comments, and other content uploaded to the Platform.

By uploading content, you grant Defix Inspection a non-exclusive, worldwide, royalty-free license to:

- Store the content
- Process the content
- Display the content
- Generate reports
- Provide platform functionality
- Improve and maintain the Service

This license exists solely for operating and supporting the Service.

9. Privacy and Personal Data

Your use of the Platform is also governed by our Privacy Policy.

Users are responsible for ensuring that they have all necessary permissions, approvals, and consents required to collect, upload, store, and share property information, photographs, and personal data through the Platform.

10. Intellectual Property

All rights, title, and interest in the Defix Inspection Platform, including:

- Software
- Source code
- Databases
- User interfaces
- Branding

- Trademarks
- Documentation
- Proprietary technologies

remain the exclusive property of Defix Inspection and its licensors.

No ownership rights are transferred to users through use of the Service. Users are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Service in accordance with these Terms.

11. Availability of Service

We strive to maintain reliable service availability.

However, Defix Inspection does not guarantee that:

- The Service will be uninterrupted
- The Service will be error-free
- The Service will always be available
- Data transmission will be free from delays

Scheduled maintenance, upgrades, technical failures, internet disruptions, or circumstances beyond our control may affect availability.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Defix Inspection shall not be liable for:

- Property defects or construction issues
- Inspection errors or omissions
- Professional negligence claims
- Property handover disputes
- Construction disputes
- Rectification disputes
- Decisions made based on inspection reports
- Financial losses
- Loss of profits
- Business interruption
- Loss of data caused by user actions or third parties
- Delays in project completion
- Unauthorized access resulting from user negligence

Defix Inspection is a software platform only and does not provide professional inspection, engineering, construction, legal, or consulting services.

13. No Warranty of Inspection Results

Defix Inspection is a software platform designed to assist users in recording, managing, reporting, and tracking property defects.

Defix Inspection does not inspect properties, verify defects, assess workmanship, evaluate construction quality, certify repairs, or provide professional engineering, architectural, surveying, legal, or consulting services.

Users acknowledge and agree that:

- a)** All inspection findings, observations, recommendations, photographs, comments, and reports are created solely by the user.
- b)** Defix Inspection does not review, validate, verify, endorse, or certify the accuracy, completeness, or reliability of any inspection report or defect record.
- c)** Defix Inspection does not guarantee that any defect has been identified, recorded, or reported.
- d)** Defix Inspection does not guarantee that any defect rectification work has been properly completed, inspected, or verified.
- e)** Defix Inspection does not guarantee the condition, safety, habitability, compliance, value, or suitability of any property.
- f)** Any decisions made by homeowners, purchasers, developers, contractors, subcontractors, consultants, financial institutions, insurers, or other third parties based on information generated through the Platform are made entirely at their own risk.

All inspection reports, defect records, rectification updates, and related information are provided on an "as-is" and "as available" basis without warranties of any kind, whether express or implied.

To the fullest extent permitted by law, Defix Inspection disclaims all warranties, including but not limited to warranties of accuracy, completeness, merchantability, fitness for a particular purpose, non-infringement, and professional suitability.

No information, report, communication, recommendation, or output generated through the Platform shall create any warranty, representation, certification, or professional opinion on behalf of Defix Inspection.

14. Verification of Rectification Works

The Platform may allow developers, contractors, subcontractors, property owners, or other stakeholders to upload repair progress updates, completion records, status changes, and supporting photographs.

Defix Inspection does not inspect, verify, audit, certify, or guarantee that any reported repair work has been completed, completed correctly, complies with applicable standards, or resolves the reported defect.

Any completion status, work-done update, approval, or supporting evidence uploaded through the Platform represents solely the statement of the submitting party.

Users are solely responsible for conducting their own verification, inspections, assessments, and acceptance procedures before relying on any rectification status or completion information available through the Platform.

Defix Inspection shall not be liable for any loss, damage, dispute, claim, defect recurrence, construction deficiency, or financial consequence arising from reliance on any repair status, completion update, or supporting documentation uploaded by any stakeholder.

15. Suspension and Termination

We reserve the right to suspend, restrict, or terminate access to the Service at any time if:

- These Terms are violated
- Fraudulent activity is detected
- The Platform is misused
- Payment obligations are not fulfilled
- Use of the Platform presents security, legal, or operational risks

Termination does not affect any rights or obligations accrued before termination.

16. Amendments

Defix Inspection may revise these Terms at any time.

Updated Terms will become effective upon publication within the Platform or on our website.

Continued use of the Service after changes become effective constitutes acceptance of the revised Terms.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Malaysia.

Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Malaysia.

18. Contact Information

For enquiries regarding these Terms and Conditions, please contact:

Defix Inspection

Email: concierge@mydefix.com

Website: <https://mydefix.com>

Support: <https://mydefix.com/support/>