

## TERMS OF USE

20211221

WELCOME!

THE TERMS OF USE IS APPLICABLE AND BINDING UPON YOU WHEN YOU ACCESS AND/OR USE THE PORTAL. IN ADDITION TO THE TERMS OF USE, SPECIFIC TERMS MAY APPLY, DEPENDING HOW YOU ACCESS AND/OR USE THE PORTAL.

## 1. OUR RIGHTS TO MAKE CHANGES

- 1.1 We can change any terms and conditions of the Agreement at any time, without notice. As such, you should look at the relevant Agreement that applies to you regularly. When changes are made, it will be effective immediately upon posting on the Website. You understand and agree that if you continue to access and/or use the Portal and/or the Services after the date on which such terms have changed, we shall treat that you have accepted those changes in its entirety. The changes shall have a retrospective effect and shall apply from the date you register an Account with us, the date you access and/or use the Portal or the Services, whichever earlier.
- 1.2 We are also constantly evolving in order to provide the best possible experience and information to you. As such, you acknowledge and agree that the form and nature of our Services may change from time to time without any prior notice to you. As part of this continuing process, we may stop (permanently or temporarily) providing any of the Services (or any features within the Services) to you without any prior notice. We shall not be liable for such change or discontinuance.

## 2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Definitions  
You can rely on the definitions provided in Terms of Use unless we provide you with different definitions elsewhere in the Specific Terms (if any). The following words are given the following definitions: -

“Account”	means an account opened by you with us to access and/or use the Portal and/or Service.
“Affiliate”	means any person or entity controlling, controlled by, or under common control of a company. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.
“Agreement”	collectively means the Terms of Use, Privacy Policy, the relevant Forms and the relevant Specific Terms (if any).
“Appropriate Authority”	means (i) the federal government of Malaysia, (ii) any state, province, regency, municipality or other political subdivision of Malaysia, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.

“Claim”	means any suit, claim, action, proceeding or investigation.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Portal and/or Service, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Consumer Dispute Resolution Process”	means our dispute resolution process which applies in the event of a dispute raised by you to us in relation to the Portal and/or Service.
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics, audio, files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.
“Customer Service Support”	means customer service support owned and/or managed by us (as amended from time to time) which may be accessible through the Platform.
Fees & Charges	means any fees payable arising from the use of the Services, as set forth in our Platform (if applicable).
“Force Majeure”	<p>means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect the use of the Portal and/or Service: -</p> <ul style="list-style-type: none"> <li>(a) any acts, orders, decisions or decrees of any Appropriate Authority,</li> <li>(b) enactments of, changes in or the enforcement of any Law,</li> <li>(c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis,</li> <li>(d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, electromagnetic interference, emergency, ionising radiation and contamination by radioactivity from any nuclear fuel,</li> <li>(e) act or omission of a supplier, a third-party or any failure by service provider to supply us with certain service, and/or</li> <li>(f) any other cause beyond our reasonable control arises or exists which has materially affected the availability of the Portal and/or provision of Service.</li> </ul>
“Forms”	collectively means any forms issued by us in relation to the Services.

“Indemnified Party”	means us, our directors, shareholders, personnel and/or Affiliate.
“Intellectual Property Rights”	means all intellectual property rights both in Malaysia and throughout the world including: <ul style="list-style-type: none"> <li>(a) any patents, copyright, industrial design, moral rights and similar rights of any type, trade secrets, registered and unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, registered designs and commercial names and designations;</li> <li>(b) any inventions, discoveries, trade secrets, know-how, computer software, software application, and scientific, technical and product information; and</li> <li>(c) any intellectual property rights existing now or in the future.</li> </ul>
“KipleSME” or “we” or “us” or “ours”	means Kiple Digital Sdn Bhd (201701031788 (1245958-T)).
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Loss”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“PDPA”	means Personal Data Protection Act 2010.
“Personal Data”	shall have the same meaning ascribed to it in the PDPA.
“Platform”	collectively means Portal, Website, Social Media and/or any other platform (whether known now or in the future) owned and/or managed by us or our Affiliate.
“Portal”	means any portal by us and made available in a digital distribution service that allow you to download, activate, access and/or use the Service, and it includes any updates or upgrades made available by us from time to time.
“Post/Posted”	means to publish, display, submit and/or upload.
“Privacy Policy”	means a statement that discloses the ways we gather, use, disclose and manage your Personal Data and how you can opt-out, change, update and access your Personal Data.

“Service”	collectively means any services, feature and/or functionality made available by us to Subscriber and/or User through our Portal.
“Social Media”	means social media account such as Facebook, Google, Twitter, Instagram, or any other social media account.
“Specific Terms”	means the additional terms and conditions which may be applicable to Subscriber or User as may be set out in the Website.
“Subscriber”	means an entity in the form of any structure which may be but is not limited to sole proprietor, partnership, body corporate or government body and agency who acquire the Service for use in the ordinary course of business and/or to allow its User to access and/or use the Service.
“Third Party”	means a third party who offers or makes available its product and/or service through the Portal.
“Transaction”	means any transaction effected through the use of the Service.
“User”	means an end user, who is accessing and/or using our Portal and/or Service.
“Website”	means the website owned and/or managed by us (as amended from time to time) currently accessible at <a href="http://www.kiple.com">www.kiple.com</a> , excluding any external website to which the website points by way of hyperlink or otherwise.
“you” or “yours”	collectively means Subscriber and User.

2.2 Interpretations

Unless there is something in the subject or context, the following words are given the following interpretations: -

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- (c) titles and headings of the Terms of Use is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Terms of Use; and
- (d) just because we are responsible for the preparation of the Terms of Use, or any part of it, the rule of construction shall not apply to our disadvantage.

**3. APPLICATION**

- 3.1 When you submit the Forms for onboarding, you are requesting us to supply the Services to you. We have the absolute discretion to determine your eligibility and shall have the right to accept or reject the application, without liability, even if we do not provide you with any reason.

- 3.2 e-Wallet services and payment gateway services are provided by our Affiliate, Kiplepay Sdn Bhd (510377-P/200001007771). The use of e-Wallet services and payment gateway services shall be governed separately and is subject to separate terms and conditions found in [www.kiplepay.com](http://www.kiplepay.com).

#### **4. YOUR ACCOUNT**

- 4.1 **Creation of Account**  
In order to use the Portal and/or Service, you are required to register an account with us.
- 4.2 **Accuracy of Information**  
You must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Portal and/or Service if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 4.3 **Security**  
You play an important role in safeguarding any transaction made through your mobile device. We recommend you take the following steps. These steps are not exhaustive: -
- (a) enable password on your mobile device;
  - (b) avoid using public WIFI networks;
  - (c) install applications from sources you trust;
  - (d) keep your login credential secure and confidential;
  - (e) create a unique password for Account; and
  - (f) monitor your Account activity.
- You are responsible for all activities that occur under your Account. You must immediately notify us of any unauthorised use of your Account, or breach of security.
- 4.4 **Secrecy**  
You must not: -
- (a) share your password and OTP with anyone and please take precautionary measures when entering the password and OTP; and
  - (b) reveal your password and OTP, and never write down your password, OTP or any other security information.
- You are responsible for all Transaction(s) initiated via your Account. If you permit another person to have access to your Account, password and/or OTP, we will treat this as if you have authorised such use and you will be liable for all Transaction(s), and Fees & Charges incurred by those persons.
- 4.5 **Other User**  
You are solely responsible for use of your Account by other users.

#### **5. FEES & CHARGES**

- 5.1 Subscriber shall be responsible and liable for all usage of and all payment of any Fees & Charges for using the Services including but not limited to payment of all fee, charges, taxes and duties any transaction made with Third Parties.
- 5.2 Our Service may be subject to applicable taxes, levies, duties or similar governmental assessments of any nature, including, for example, service, sales, or withholding taxes, assessable by Malaysia tax authority (collectively, "taxes") and, unless expressly noted, our Fees & Charges are exclusive of applicable taxes.
- 5.3 **Payment Term**  
We will bill you for the Services and you shall pay the Fees & Charges in accordance with the payment term set out on the Portal and/or the Website (in particular see <https://kiple.com/sme/pricing/>).
- 5.4 **Prompt Payment**  
You acknowledge and agree that your obligation to pay promptly the Fees & Charges shall not be waived, absolved or diminished by virtue of: -
- (a) non-receipt of any particular bill and it is your responsibility to request from us;
  - (b) non-usage of Services upon activation of the Account; and/or
  - (c) any suspension of Services.
- 5.5 **Late Payment Charges**  
We are entitled to charge late payment charges and if charged, you must pay us late payment charges at the rate of 1.0% per month (before and after judgment) on all overdue Fees & Charges calculated on a daily basis, calculated from the day following the due date thereof to the date of actual payment of the full outstanding amount including accrued interest.
- 5.6 **No Deduction, Set-Off or Counterclaim**  
Any deduction, set-off or counterclaim is not allowed, save and except in accordance with Clause 9 where there is a dispute of amount and there is a finding by us that there is manifest error in the billing.
- 5.7 **Recovery**  
We reserve the right, at any time, to send reminders or take debt collection measures including but not limited to mandating a debt collecting agency or solicitors to pursue the claim in court. If we engage such debt collecting agency, we may charge you a recovery fee including all costs and expenses incurred. If we institute legal proceedings, you shall pay us all fees, costs and disbursements (including but not limited to legal fees on a solicitor and client basis and courts fees) incurred by us in connection with such collection by such legal action.
- 5.8 **No Defence**  
You agree that any dispute in relation to the quality of the Services shall not be used as a ground or basis for the delay or non-payment of the outstanding Fees & Charges payable pursuant to the Agreement.

## **6. YOUR OBLIGATIONS & RESTRICTED ACTIVITIES**

- 6.1 In connection with the use of the Portal and/or Service, or in the course of interaction with us or third party, you must NOT: -

- (a) breach this Terms of Use;
- (b) violate the Law;
- (c) infringe our and/or third party intellectual property;
- (d) act in a manner that is defamatory, trade libelous, threatening or harassing;
- (e) use, send or receive what we reasonably believe to be potentially fraudulent funds;
- (f) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- (g) facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorised access to any system, data, information or the Service;
- (h) use any robot, spider, other automatic device, or manual process to monitor or copy our Portal without our prior written permission;
- (i) interfere or disrupt or attempt to interfere with or disrupt our Portal, any other software, systems (including any networks and servers used to provide any of the Service);
- (j) attempt to probe, scan or test the vulnerability of any of our system or network or breach any security or authentication measures;
- (k) abuse the use of our Services in any manner; and/or
- (l) circumvent any of our policy or determinations about your Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional account when your Account has been restricted, suspended or otherwise limited; opening new or additional account using information that is not your own, or using someone else's account.

6.2 You MUST: -

- (a) take all reasonable steps to prevent fraudulent, improper or illegal use of the Portal and/or Service;
- (b) be fully responsible for any and all data posted from your mobile device whether by you or any other person; and/or
- (c) lodge a report with us immediately upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your Account, mobile device and its use.

6.3 By registering with us, you are confirming that you will not use the Service nor permit any third party to use the Service, directly or indirectly, in connection with the following businesses, business activities, or business practices (which are representative and not exhaustive) unless you have received prior written approval from us:

- (a) Anaesthetic and psychotropic medicine
- (b) Any animals, plants or products which contain dangerous germs, pests or any other living creature
- (c) Any goods which are not officially endorsed by the event organizer (such as Olympics or Expo) or infringes third party's intellectual properties
- (d) Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals
- (e) Any service or device which provide fetal gender analysis
- (f) Aphrodisiac
- (g) Archaeological and cultural relics
- (h) Auction
- (i) Bank financial products
- (j) Bitcoin, Litecoin, YBcoin and other virtual currency transactions
- (k) Cashback services
- (l) Certificate issuing and stamp carving that contravenes applicable law

- (m) Charity
- (n) Circulating Renminbi (“RMB”)
- (o) Computer privacy information monitoring
- (p) Controlled instruments (such as dagger) which would potentially be used as an assaulting tool or weapon
- (q) Counterfeit currency
- (r) Credit card cashing service
- (s) Crowd funding websites
- (t) Crude oil
- (u) Cultural relics
- (v) Examination services (i.e. defraud by assuming another’s identity (as agreed) to participate in academic examinations for that other)
- (w) Fireworks and firecrackers
- (x) Foreign currency
- (y) Foreign exchange services
- (z) Foreign-related matchmaking service
- (aa) Forged and fake food produce
- (bb) Fund
- (cc) Gambling tools
- (dd) Gambling/gaming service
- (ee) Gold futures
- (ff) Hacking-related
- (gg) Human organs
- (hh) ID card information and other information which infringed others’ privacy
- (ii) Illegal fund-raising
- (jj) Illegal political audio-visual products and publications
- (kk) Illegal reactionary cards and program channels
- (ll) Illegally obtained proceeds or properties as result of crime
- (mm) Lottery ticket
- (nn) Lucky draw
- (oo) Malware
- (pp) Medical devices
- (qq) Narcotics
- (rr) Narcotic-taking tools
- (ss) National protected animals
- (tt) National protected vegetation
- (uu) Online cemetery and worshipping and other service
- (vv) Pawn
- (ww) Periodical investment of gold
- (xx) Poisonous articles and hazardous chemicals
- (yy) Pornographic and vulgar audio-visual products/publications
- (zz) Pornographic and vulgar cards and program channels
- (aaa) Pornographic and vulgar erotic services
- (bbb) Other pornographic and vulgar articles or services
- (ccc) Private lottery
- (ddd) Pyramid selling
- (eee) Receipts (invoices)
- (fff) Religious websites
- (ggg) Sale or purchase of bank account or bank card in contravention with applicable laws
- (hhh) Satellite antenna, etc.
- (iii) Securities
- (jjj) Single-purpose prepaid cards
- (kkk) Smuggled articles
- (lll) Spying instruments
- (mmm) Other personal privacy-harming articles or services



- (nnn) State secret documentations and information, etc.
- (ooo) Stock
- (ppp) Surrogacy services
- (qqq) Video chatting services
- (rrr) Virtual currency in foreign accounts
- (sss) Weapons of all types, (including military weapons/firearms and accessories), simulation weapons, ammunitions and explosive
- (ttt) Token services
- (uuu) Sex toys

- 6.4 It is prohibited to use the Service for any dealings, engagement, or sale of goods/services linked directly or indirectly with jurisdictions we have deemed high risk, such as Cuba, Iran, North Korea, Crimea Region, and Syria.
- 6.5 If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement.

**7. PERSONAL DATA**

- 7.1 If you are a sole proprietor or an individual forming part of a partnership, we will collect and process your Personal Data in accordance with our Privacy Policy. As such, please refer to our Privacy Policy.
- 7.2 If you are required to provide us with Personal Data of the User, you represent and warrant to us that you have obtained the relevant consent from each User to disclose their Personal Data to us.

**8. DISPUTE YOU HAVE WITH US**

- 8.1 For all disputes with us, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause.
- 8.2 Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute in accordance with the Consumer Dispute Resolution Process. We may, as and when we deem fit, conduct any investigation regarding the dispute. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- 8.3 You agree that any cause of action arising out of or related to the access and/or use of the Portal and/or Service must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred.

**9. DISPUTE ON INVOICE**

- 9.1 If you have a dispute on a billing statement, you must give us notice within fourteen (14) days from the date of the billing statement specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute.

- 9.2 You irrevocably agree that in the event you fail to give us any notice in writing disputing the bill within fourteen (14) days from the date of the billing statement, then you are deemed to have accepted the entries specified in the billing statement as correct and accurate and such billing statement shall be binding and conclusive evidence against you of the correctness and accuracy of the entries specified in the billing statement and the amount due and owing by you to us in a court of law, save for any manifest error.
- 9.3 Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the finding is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- 9.4 If we find that you are required to pay the disputed charges, you must pay the disputed charges within fourteen (14) days from the date of our findings. If our finding shows that you are not required to pay such disputed charges then such charges will be waived by us or we will provide a credit note.
- 9.5 Notwithstanding that you are not required to pay the amount in dispute pending resolution of dispute, you must still pay such portion of the bill that is not in dispute.

## **10. THIRD PARTY PROVIDER**

- 10.1 The Portal and/or Services may contain certain content, promotion, goods and/or services supplied by a third party. It may also contain certain hyperlinks to other websites which are neither maintained nor controlled by us ("Third Party Service"). Such Third Party Service does not imply an approval, endorsement or recommendation by us and is provided to you as a matter of convenience only.
- 10.2 Any dealings with such third party are solely between you and such third party. We encourage you to read their terms and conditions carefully, including their privacy policy. We are not responsible and we shall not be liable for any transaction entered into with such third party. You agree to resolve any disagreement between you and such third party regarding the terms and conditions of any Third Party Service with that third party directly in accordance with the terms and conditions of that relationship, and not us.
- 10.3 We expressly disclaim any liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way out of the Third Party Service.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 We are and shall remain the exclusive owner of all Intellectual Property Rights subsisting in or used in connection with the Portal and/or Service, including any documentation and/or manuals relating thereto.
- 11.2 We grant you a personal, royalty free, non-exclusive, non-transferable, revocable licence to access and/or use the Portal Services, and our Content in accordance with the Terms of Use. This license grant applies to the software and all updates, upgrades, new versions and replacement software.
- 11.3 Unless you have received prior written authorisation from us, you must not: -

- (a) access or use the Portal, Service and/or any of our Content through any technology or other means other than those provided by the Portal, or through other explicitly authorized means we may designate;
- (b) copy, translate, modify, or make derivative works of the Portal and/or Service or any part thereof; or
- (c) reverse engineer, decompile or otherwise attempt to extract the source code of the Portal and/or Service or any part thereof, unless this is expressly permitted or required by applicable law.

11.4 Any other Intellectual Property Rights appearing in the Portal and/or Service may contain Intellectual Property Rights of third parties that are not affiliated with us. We do not own such third-party's Intellectual Property Rights and the use of such Intellectual Property Rights may be subject to the terms and conditions of such third-party.

## 12. CONTENT AND SUBSCRIBER'S CONTENT

### 12.1 Our Content

- (a) The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way.
- (b) We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- (c) You further acknowledge and understand that the Content provided in any part of our Portal may contain technical inaccuracies or typographical errors. We also disclaim any liability for any Content or information that may become outdated since the last time that particular piece of information was updated. We can make changes and corrections to any parts to any part of the Content contained in the Portal at any time without prior notice to you.

### 12.2 Subscriber's Content

We do not manage or have any control over Subscriber's Content. We are, therefore, not responsible for any Content, including its inaccuracy or typographical error.

## 13. DISCLAIMER OF WARRANTIES

- 13.1 **The Portal and/or Service is provided to you on an 'as is' basis, with all faults. We do not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade, with respect to the Portal and/or Service.**
- 13.2 **We make no representation that the defect in operation or functionality of the Portal and/or Service, if any, will be corrected. We disclaim any and all implied warranties on conditions of title, merchantability, fitness for a particular purpose, and non-infringement.**
- 13.3 **No advice or information, whether oral or written, obtained by you from us, or from our Portal shall create any warranty of any type.**

- 13.4 **Any Content downloaded or otherwise obtained through the use of the Portal and/or Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer, mobile device, or loss of data that results from the download of any such Content.**
- 13.5 **You acknowledge and agree that we do not control the transfer of data over communications facilities or networks, including the internet, mobile networks or other means of data transmission, and the Portal and/or Service may be subject to limitations, delays, interruptions and other problems inherent in the use of such communications facilities. The availability of the Portal and/or Service may also be dependent on third party service providers used to render the Services to you, which we have no control over, and the operation, maintenance and availability of such third party services are governed, as the case may be, by their respective terms of service.**
- 13.6 **WE ARE NOT LIABLE TO YOU AT ALL FOR MATTERS ARISING UNDER THIS CLAUSE 13.**

**14. YOUR LIABILITY**

- 14.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses, including Consequential Loss, as a result of: -
- (a) any Transaction made with Subscriber and/or third party;
  - (b) any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the Terms of Use;
  - (c) infringement of our intellectual property rights, or third-party intellectual property rights;
  - (d) the access, use, and/or transmission of any Content, and/or Subscriber's Content;
  - (e) any unauthorised access to any of the Portal, Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
  - (f) breach of the Law.

**15. EXCLUSION OF LIABILITIES**

- 15.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -
- (a) any Transaction made with Subscriber and/or a third party;
  - (b) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by Subscriber, User, and/or any other persons; or
  - (c) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by Subscriber, you and/or any other persons;
  - (d) any cessation (permanently or temporarily) in providing any of the Portal and/or Service (or any features within the Service);
  - (e) any inability to access the Portal, your Account, the Service, or any part thereof;
  - (f) the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Account;
  - (g) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Service, or any part thereof;

- (h) any claim for libel, slander, infringement of third-party intellectual property rights;
- (i) any Content, Subscriber's Content, and/or conduct of any Other Person, user or other third party; and/or
- (j) an event of Force Majeure.

## 16. SUSPENSION

- 16.1 We are entitled to suspend, revoke, refuse and/or block the use of the Portal and/or Service (or any part thereof), and/or suspend, revoke, refuse and/or block any Transaction, at any time, without liability, without notice, including but not limited to: -
- (a) if you breach any terms and conditions of the Terms of Use;
  - (b) if we reasonably suspect fraud, illegal and/or any other activity we deem improper;
  - (c) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
  - (d) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
  - (e) an event of Force Majeure; and/or
  - (f) any other reasons as we deem fit.
- 16.2 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you and/or report you to the Appropriate Authority under Clause 16.1(b), (c) and (d).
- 16.3 In the event the Account and/or Services has been suspended and you request for reactivation of the same, we may at its absolute discretion reactivate the Account and/or Service subject to any additional requirements as may be determined by us.

## 17. TERMINATION

- 17.1 Termination by Subscriber  
Once Subscriber terminates the Agreement with us, this Terms of Use with you will also be terminated.
- 17.2 Voluntary Termination of Service  
If the Agreement is still subsisting with the Subscriber, you do not have an option to terminate the Service. However, you can cease using the Services by logging out from your mobile device. You shall remain liable for any Transaction effected through your Account prior to the cessation in the use of the Services.
- 17.3 Our Right to Terminate  
We may forthwith terminate the Services (as whole or in part) at any time if: -
- (a) if the agreement we signed with Subscriber is terminated;
  - (b) there is an emergency;
  - (c) we reasonably suspect fraud and/or illegal activity in connection with the Portal and/or Service;

- (d) you breach any terms or conditions of the Terms of Use or any other additional terms and conditions applicable to you, and fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;
- (e) breach of our policy;
- (f) change of Law;
- (g) an event of Force Majeure;
- (h) the Services are suspended under Clause 16 for more than fourteen (14) days; or
- (i) for any reason we deem fit.

You may also contact our Customer Service Support for further information.

- 17.4 Termination of the Services, for any reason, shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.
- 17.5 Survival. Those clauses which by their nature would survive the termination or expiration of the Terms of Use shall so survive.

## **18. ANTI-BRIBERY AND ANTI-CORRUPTION**

18.1 Each Party shall: -

- (a) comply with all applicable laws, regulations, codes, sanctions relating to anti-bribery and anti-corruption;
- (b) have and shall maintain in place throughout the term of this Agreement adequate anti-bribery policies and procedures and will enforce them where appropriate; and
- (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

## **19. GENERAL PROVISIONS**

19.1 Notice

You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Portal and/or Service, or serve us a demand letter, legal process, or other communication relating to that (collectively known as "Formal Notice"), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal  
Kiple Digital Sdn Bhd  
The Ascent, Paradigm  
B-23A-3, No 1 Jalan SS7/26A  
47301 Petaling Jaya, Malaysia

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier, prepaid ordinary post, registered post (not being AR Registered), and/or facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective: -

- (a) if by electronic email or hand deliver, on the day of delivery;

- (b) if by prepaid registered post, five (5) days after it was duly posted;
- (c) if by courier, 1 day after dispatch; or
- (d) if by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of your use of the Portal and/or Service, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

19.2 No Partnership

You and we are independent contractors and the use of the Portal and/or Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except if we expressly said so.

19.3 When do we waive a right under the Agreement?

If you breach the terms and conditions of the Agreement and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

19.4 When can you and we transfer, assign or novate the Agreement?

You are not allowed to transfer, assign or novate your Agreement with us (or any part thereof) to any third-party unless we have given you written consent to do so. We may, however, transfer, assign or novate the Portal, Service and/or the Agreement (or any part thereof) to our Affiliate or any third-party with or without notice to you. The Agreement shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

19.5 Severability

In the event any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

19.6 Which laws and courts govern the Agreement?

The Agreement is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

19.7 Language

If the Agreement is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreement, the English version shall prevail.

19.8 Entire Agreement

The Agreement and the additional terms and conditions forming part of the Services set out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

Should you have any questions concerning the Agreement, the Portal, the Service, or any terms and conditions found within Website, please contact our Customer Service Support.

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