SLIDE SEND MONEY (OVERSEAS) – TERMS AND CONDITIONS

PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING SLIDE (AS DEFINED BELOW). IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. IAPPS PTE LTD ("IAPPS"), THE HOLDER OF THE SLIDE WALLET, DOES NOT REQUIRE THE APPROVAL OF THE MONETARY AUTHORITY OF SINGAPORE. BY USING SLIDE IN ANY WAY, YOU CONFIRM AND AGREE THAT THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND IAPPS. IF YOU DO NOT ACCEPT THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT USE SLIDE AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA SLIDE. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER TERMS AND CONDITIONS BETWEEN YOU AND IAPPS IN RELATION TO THE SUBJECT MATTER OF THESE TERMS, THE PROVISIONS OF THESE TERMS SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.

- 1. Definitions and Interpretations
 - 1.1. In this Terms, the following words and expressions shall have the following meanings:
 - 1.1.1. "AML" means anti-money laundering.
 - 1.1.2. "Beneficiary" in relation to a User, means an individual who is designated by such User to receive funds via the Remittance Service, subject nevertheless to Clause 3.5.
 - 1.1.3. "Business Day" means a day, other than a Saturday, Sunday or public holiday in Singapore, on which banks are open for the transaction of general business in Singapore.
 - 1.1.4. "CFT" means countering the financing of terrorism.
 - 1.1.5. "User" means a natural person whose Registration Application has been accepted by RLH and in relation to whom the provision of the Remittance Service by RLH has not been suspended or terminated for any reason whatsoever.
 - 1.1.6. "User Information" means, in relation to a User, all information which RLH obtains as a result of the User's use of the Remittance Service or in connection with the contract or agreement between the User and RLH, including any information which relates to a Remittance Service Transaction, information which identifies or which relates to an individual (including Beneficiary), whether true or not, and any information of the User collected, used or disclosed as described in the iAPPS Data Protection Policy.
 - 1.1.7. "Exchange Rate" in relation to a Remittance Service Transaction, means the rate at which the Remittance Amount is converted into the Exchanged Amount.
 - 1.1.8. "Exchanged Amount" means, in respect of a Remittance Service Transaction, the amount in the local currency of the relevant Territory that is credited into a Beneficiary's bank account or a Beneficiary's SLIDE Wallet or made available by the relevant MNO or MTO Cash-Out Agent for a Beneficiary's self-collection, after converting the Remittance Amount based on the applicable Exchange Rate for the time being, subject nevertheless to the relevant terms of the MNO Service or MTO Cash-Out Agent, which may apply to such transaction.
 - 1.1.9. "General Terms" means these General Terms and Conditions for Remittance Service, including any amendments thereto that **RLH** may make from time to time in its sole and absolute discretion.
 - 1.1.10. "iAPPS" means iAPPS Pte Ltd (UEN: 201218376W) and its successors.
 - 1.1.11. "iAPPS Subsidiary" means any related corporation (as defined in the Companies Act (Cap. 50)) of iAPPS Investments Pte Ltd (UEN: 201611854D).

- 1.1.12. "IDA" means the Info-communications Development Authority of Singapore.
- 1.1.13. "Intellectual Property" means patents, trademarks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- 1.1.14. "MNO" means an overseas mobile network operator who operates an MNO Service in a relevant Territory and who has entered into an agreement with **RLH** to participate in the provision of Remittance Service.
- 1.1.15. "MNO Service" means the service provided by a MNO to its customers, comprising access to a virtual wallet for electronic receipt, payment, cash-out and settlement services, and/or any other cash-out or settlement services.
- 1.1.16. "MTO" means an overseas money transfer operator who operates an international money transfer network with cash-out agents (such as banks and retail outlets) in the relevant Territory ("MTO Cash-Out Agent") and who has entered into an agreement with **RLH** to participate in the provision of the Remittance Service.
- 1.1.17. "Remittance Amount" means, in respect of a Remittance Service Transaction, the amount in Singapore Dollars, as specified by a User to be remitted to the relevant Beneficiary when making a Transaction Request (prior to any conversion of such amount).
- 1.1.18. "Registration Application" shall have the meaning ascribed to it in Clause 3.1.
- 1.1.19. "Remittance Service" means the cross-border remittance service provided by RLH that enables a User to remit funds to the User's designated Beneficiaries in the manner and subject to the terms and conditions set out in these General Terms.
- 1.1.20. "Remittance Service Transaction" means a remittance transaction performed at the User's request using the Remittance Service to transfer funds to a Beneficiary in the relevant Territory.
- 1.1.21. "RLH" means a Remittance Licence Holder, SIR Money Changer Pte Ltd, UEN: 200610206M, incorporated in Singapore and licensed under the Money Changing and Remittance Businesses Act (Cap. 187).
- 1.1.22. "Singapore Dollars" or "S\$" means the lawful currency of Singapore.
- 1.1.23. "SLIDE" means an application for mobile devices offered, operated and maintained by or on behalf of iAPPS from Singapore, whether jointly with any other banks or persons or otherwise, through which certain products, services and functionalities, as iAPPS may determine from time to time at its sole and absolute discretion, are offered and may be accessed and used, and shall include any derivation or upgrade of such applications as may be made available by iAPPS, whether jointly with any other banks or persons or otherwise, from time to time.
- 1.1.24. "SLIDE Centre" means the SLIDE Member Care Centre, located at 304 Orchard Road, #02-50 Lucky Plaza, Singapore 238863, the official user service location for SLIDE.
- 1.1.25. "SLIDE Send Money (Overseas)" means a service of SLIDE, a remittance service offered to Users who are registered and verified.

- 1.1.26. "SLIDE Wallet" means a virtual wallet or stored value facility offered by iAPPS to which funds may be credited and from which payments may be made and with such other functionalities as iAPPS may determine from time to time at its discretion and is capable of being used to perform Remittance Service transactions.
- 1.1.27. "SLIDE Wallet Service" means the services offered by iAPPS to individuals in connection with the provision of a SLIDE account to such individuals.
- 1.1.28. "Territory" means Indonesia, the Philippines, Bangladesh, India or any other country designated as a participant country by **RLH** in its sole and absolute discretion from time to time.
- 1.1.29. "Transaction Request" shall have the meaning ascribed to it in Clause 4.1.
- 1.2. The headings or titles to the Clauses in these General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these General Terms.
- 1.3. Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.
- 1.4. Any reference in these General Terms to any Clause shall be construed as a reference to a clause in these General Terms unless otherwise expressly stated.
- 1.5. The words "include" or "including" in these General Terms shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 2. Eligibility for the application and use of the Remittance Service
 - 2.1. The User acknowledges and agrees that in order to be eligible to apply for and to continue to use the Remittance Service:
 - 2.1.1. the User is required to comply with the provisions of these General Terms including specific criteria in relation to the relevant Territory as set out by RLH from time to time; and
 - 2.1.2. the User is required to register for the SLIDE Wallet Service and comply with the provisions of the SLIDE Send Money (Overseas) Terms.
 - 2.2. The User acknowledges and agrees that the User:
 - 2.2.1. is of legal age of majority to contract in the jurisdiction in which the User resides (and in any event, no less than eighteen (18) years of age) and legally capable and permitted to accede to these General Terms; and
 - 2.2.2. has full capacity, authority and legal right to enter into and engage in Remittance Service Transactions,

and has taken or obtained all necessary action and consents to authorise the User's entry into and performance of the User's obligations in respect thereof in accordance with all applicable laws and regulations.

- 3. Registration For Remittance Service
 - 3.1. Any individual who wishes to be registered as a User of the Remittance Service must submit an application (in such form as **RLH** may require from time to time) ("Registration Application") through any one of the following channels:

- 3.1.1. in person at SLIDE Centre or such other authorised locations as may be determined by RLH from time to time; or
- 3.1.2. at roadshows organised by **RLH** from time to time.

Each Registration Application must be followed with the submission, in person and at the SLIDE Centre (or roadshow location if any), of such supporting documentation and information as **RLH** may require from time to time in order to identify the individual. All information provided in or pursuant to such Registration Application must be truthful, accurate and complete as at the time of application and throughout such time as the individual is a User of the Remittance Service. **RLH** may take up to three (3) Business Days to process any Registration Application.

3.2. The User is also required to provide **RLH** with such information relating to each Beneficiary as may be required by **RLH**, MTO and/or the relevant MNO in the Territory to which the User proposes to remit monies to such Beneficiary using the Remittance Service. The information to be submitted by the User under this Clause 3.3.2 shall be submitted by the User in person at SLIDE Centre or roadshows organised by **RLH** from time to time; or

The User shall notify **RLH** of any change to a Beneficiary's information (including in relation to any change of such Beneficiary).

- 3.3. **RLH** retains the sole and absolute discretion to approve or reject any Registration Application in whole or in part (including in relation to the designation of any Beneficiaries). **RLH** shall not be required to provide any reason or explanation for its decision. Without prejudice to the foregoing, any reason or explanation provided by **RLH** is for information only, shall not be binding on **RLH**, and does not constitute any representation, warranty or undertaking as to future action or otherwise.
- 3.4. Each individual shall be notified whether his or her Registration Application has been accepted or rejected by RLH.
- 3.5. Each User may only designate a maximum of ten (10) Beneficiaries in any Registration Application.
- 3.6. The User may only register for and use the Remittance Service on his own behalf and for the transfer of his own funds and not on behalf of any other person (including natural person or legal person).
- 4. Terms of Use for Remittance Service
 - 4.1. Each User may at any time submit a request, in such manner and form and together with such valid information and supporting documentation as may be required by RLH from time to time, for RLH to perform and complete a Remittance Service Transaction ("Transaction Request"). A Transaction Request may be made by the User:

4.1.1. in person at SLIDE Centre; (Mostafa said no remittance at Lucky Plaza)

- 4.1.2. in person at the RLH; and
- 4.1.3. via SLIDE Send Money (Overseas),

provided always that a User is required to hold a valid SLIDE Wallet in order to submit a Transaction Request.

4.2. The User shall confirm and endorse the truthfulness, accuracy and completeness (as at the time of the Transaction Request) of all information provided by the User to RLH in respect of such Transaction Request (including, where appropriate or required by RLH, information provided by the User when registering for the Remittance Service) in such manner and form as may be

required by **RLH** from time to time (including by signing an acknowledgment receipt). Without prejudice to the generality of the foregoing, where a Transaction Request is submitted via SLIDE Wallet, the completion and submission by the User of each procedural step of such Transaction Request shall be deemed to be the User's confirmation and endorsement of the truthfulness, accuracy and completeness of all information provided by the User to **RLH** in respect of such Transaction Request.

- 4.3. The User may make enquiries in relation to RLH's prevailing exchange rates between any two currencies:
 - 4.3.1. in person at SLIDE Centre where **RLH** will quote the prevailing exchange rate for the time being to the User at the point of the User's enquiry at SLIDE Centre;
 - 4.3.2. via SLIDE Send Money (Overseas), where **RLH** will quote the prevailing exchange rate for the time being to the User; or

RLH does not, and shall not at any time be deemed to, make any representation or warranty to the User that the exchange rate quoted is the best available foreign currency exchange rate and/or that the exchange rate quoted will be the Exchange Rate applied at the time of submission of any Transaction Request. The User shall at all times rely on the User's own judgment in deciding whether to accept the prevailing Exchange Rate for the Remittance Service Transaction. Once the User proceeds to make the Transaction Request, the User shall be deemed to have accepted the prevailing Exchange Rate at the time of submission of a Transaction Request (as determined by RLH in its sole and absolute discretion) and RLH will not entertain any request for refund or dispute over the Exchange Rate (including any dispute in relation to any disparity between the exchange rate quoted in any of the modes set out in sub-paragraphs 4.3.1 to 4.3.3 above and the prevailing Exchange Rate in relation to any Remittance Service Transaction).

- 4.4. The User hereby authorises **RLH** to instruct iAPPS in respect of the User's SLIDE Wallet in connection with each Transaction Request.
- 4.5. The Remittance Amount and all applicable fees must be paid by the User before **RLH** is obliged to perform or process any Remittance Service Transaction. Where a User is making a Transaction Request:
 - 4.5.1. at the RLH, the User shall make such payment by cash;
 - 4.5.2. via SLIDE Send Money (Overseas), the User shall make such payment by using the available credit in the User's SLIDE Wallet; or
 - 4.5.3. via any electronic money transfer modes.
- 4.6. The Remittance Amount may only be converted into the local currency of the Territory to which the monies are to be remitted. The conversion of the Remittance Amount into the Exchanged Amount in respect of a Remittance Service Transaction shall be performed at the prevailing Exchange Rate at the time of submission of the Transaction Request (as determined by **RLH** in its sole and absolute discretion).
- 4.7. Where a User makes a Transaction Request in respect of a Remittance Service Transaction at SLIDE Centre, the User will be issued a receipt once the Transaction Request is accepted and has been processed at the SLIDE Centre. The receipt will specify the Remittance Amount, the Exchange Rate and the Exchanged Amount.
- 4.8. The User acknowledges and agrees that the continued provision of the Remittance Service to the User and the acceptance and performance by RLH of each Remittance Service Transaction pursuant to each Transaction Request is subject to the following conditions:

- 4.8.1. that the User is at all times acting only on his own behalf and not on behalf of a third party (including natural person or legal person);
- 4.8.2. the User having provided **RLH** with complete, accurate and up-to-date information (including but not limited to full names, addresses and mobile numbers) of the User and the Beneficiaries (as at the date of the Transaction Request);
- 4.8.3. the User having successfully passed all due diligence, checks and verifications of information or otherwise including anti-fraud, anti-terrorism and AML verification, as may be conducted by **RLH** from time to time;
- 4.8.4. each Beneficiary having successfully passed all due diligence, checks and verifications of information or otherwise including anti-fraud, anti-terrorism and AML verification, as may be conducted by **RLH**, MTO and/or the relevant MNO or MTO Cash-Out Agent from time to time;
- 4.8.5. where applicable, each Beneficiary having been duly registered with the relevant MTO Cash-Out Agent to receive the funds or the MNO for the MNO Service (or otherwise eligible to use the MNO Service) or, if the Beneficiary has not been duly registered at the time of the Transaction Request, such Beneficiary having performed the requisite registration within the time specified by the relevant MNO or MTO Cash-Out Agent;
- 4.8.6. each Beneficiary complying with all the terms and conditions imposed by the relevant MNO for such relevant MNO's MNO Service or complying with all the terms and conditions imposed by the relevant MTO Cash-Out Agent to receive the funds via Remittance Service;
- 4.8.7. the acceptance of each Remittance Service Transaction by the relevant MNO or MTO or the relevant MTO Cash-Out Agent;
- 4.8.8. satisfaction of such criteria as may be notified by **RLH** from time to time in respect of the performance of the Remittance Service Transaction in the relevant Territory;
- 4.8.9. where the payment is to be made by using the available credit in the User's SLIDE Wallet, the User having sufficient credit available in the User's SLIDE Wallet to fulfil each Transaction Request; and
- 4.8.10. the User having paid all applicable fees as may be determined by **RLH** from time to time.
- 4.9. The User acknowledges and agrees that in order for a Beneficiary to receive funds via the Remittance Service, such Beneficiary must, and it is the User's sole responsibility to ensure that such Beneficiary shall at all relevant times:
 - 4.9.1. where applicable, be eligible to use the relevant MNO's MNO Service; and
 - 4.9.2. comply with the terms relating to the MNO Service or the relevant terms of the MTO Cash-Out Agent for the receipt of funds via Remittance Service,

and the User further acknowledges and agrees that the transfer of funds to any Beneficiary under the Remittance Service shall at all times be subject to any applicable limitations or restrictions under the terms referred to in Clause 4.9.2 above.

4.10. The Remittance Amount for the User's Remittance Service Transactions shall be subject to a per transaction maximum limit of Singapore Dollars Nine Hundred and Ninety-nine (S\$999). RLH may, at its sole and absolute discretion, alter any limit or impose additional limits on Remittance Service Transactions, whether on a per transaction basis or an aggregated basis, without prior notice to the User.

- 4.11. If the Transaction Request is accepted and processed, the Remittance Amount will be remitted and the Remittance Service Transaction will be deemed to have been completed and the Beneficiary will be deemed to have received the funds once the Exchanged Amount is remitted into the Beneficiary's SLIDE or Beneficiary's bank account or collected in person by the Beneficiary (where applicable). RLH will make reasonable efforts to ensure that the Remittance Service Transactions are processed and performed in a timely manner, but makes no representations or warranties regarding the time needed to complete processing or to remit the amount to the relevant MNO or MTO or the relevant MTO Cash-Out Agent or into the Beneficiary's SLIDE or Beneficiary's bank account, and will not be liable for any loss or damage to the User or the Beneficiary due to any delay in the processing of the Remittance Service Transaction, the remittance of the Remittance Amount, or the receipt of the Exchanged Amount by the Beneficiary, save where such loss or damage is directly and solely caused by RLH's fraud, gross negligence or wilful misconduct.
- 4.12. If the Exchanged Amount:
 - 4.12.1. cannot be remitted to the Beneficiary's SLIDE Wallet (including where the Beneficiary does not or is unable to register with the relevant MNO for such relevant MNO's MNO Service) within three (3) calendar days of the date of the relevant Transaction Request,
 - 4.12.2. cannot be remitted to the Beneficiary's bank account or the MTO or the relevant MTO Cash-Out Agent within three (3) calendar days of the date of the relevant Transaction Request, or
 - 4.12.3. is not made available by the relevant MNO or MTO Cash-Out Agent for the Beneficiary's selfcollection (if applicable) within three (3) of the date of the relevant Transaction Request, or fails to be collected in person by the Beneficiary within seven (7) calendar days of the date of the relevant Transaction Request,

the User agrees that the Remittance Service Transaction to be carried out pursuant to such Transaction Request shall be cancelled and **RLH** shall refund the Remittance Amount to the User in accordance with the provisions of Clause 5.

- 4.13. **RLH** shall be entitled, in its sole and absolute discretion, to refuse to perform and/or complete any Remittance Service Transaction (including where the User fails to fulfill any of the conditions set out in Clause 4.8).
- 4.14. The User shall:
 - 4.14.1. in making any Registration Application or Transaction Request, or in using the Remittance Service to enter into any Remittance Service Transaction, comply with all applicable laws, regulations, policies and guidelines;
 - 4.14.2. ensure that all information provided to **RLH** (including any Beneficiary's information) is complete, accurate and up-to-date, and in the event of any change in such information, promptly inform **RLH** of any such change in person at SLIDE Centre, in such form and with such valid supporting documentation as may be required by **RLH** from time to time;
 - 4.14.3. upon request by RLH, provide RLH, to RLH's satisfaction, with copies of valid documents issued by a governmental authority evidencing the User's identity;
 - 4.14.4. exercise caution when transferring any Remittance Amount to unfamiliar Beneficiaries and always be alert to the possibility of fraud; and
 - 4.14.5. bear the sole responsibility for the use and safeguard of its personal information (including password) when using the Remittance Service and be responsible for all its Transaction Requests.

- 4.15. A Transaction Request once given to RLH may not be cancelled, withdrawn or amended by the User unless RLH in its sole and absolute discretion consents otherwise. RLH shall not be liable to the User if it does not or is unable to stop or prevent the implementation of the Remittance Service Transaction in response to the User's request to cancel, withdraw or amend the Transaction Request, whether such request is consented to by RLH or otherwise.
- 4.16. Without prejudice to any other rights of RLH under these General Terms, RLH shall be entitled to suspend, and the User shall not be entitled to utilise, the Remittance Service if there are two (2) days or less to the expiry of any identification document referred to in Clause 4.14.3 or if such identification document has expired.
- 4.17. The User shall bear the sole risk and responsibility for the use of the Remittance Service and agrees that it is solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the Remittance Service in determining whether to use the Remittance Service.
- 4.18. Without prejudice to Clause 4.8.1, the User shall use the Remittance Service solely for the User's personal remittance needs. Any remittance of funds on behalf of any third party (including natural person or legal person) or for any purpose or to any recipient which is prohibited by any applicable law shall be void and the User shall have no rights under these General Terms in respect of such remittance.
- 4.19. The User accepts **RLH**'s records of Remittance Service Transactions as final and conclusive and binding for all purposes, in the absence of manifest error.
- 4.20. **RLH** may record any telephone conversation with the User without notice to or consent from the User and the User shall be deemed to have consented to such recordings. The User agrees that such recordings shall be admissible in evidence in any proceedings and shall be binding on the User.
- 5. Refunds
 - 5.1. **RLH** shall not be liable to refund to the User the Remittance Amount save under the following circumstances and conditions:
 - 5.1.1. where the Remittance Transaction/ Transaction Request has been cancelled pursuant to Clause 4.12, upon termination of the Remittance Service to the User as provided in Clause 11.6.2 or where RLH at its sole and absolute discretion agrees to refund the Remittance Amount (or part thereof); and
 - 5.1.2. the Remittance Amount (or part thereof) has not been credited to the Beneficiary's bank account or the Beneficiary's SLIDE Wallet and/or cashed out by the Beneficiary.
 - 5.2. Where **RLH** approves the User's request for a refund of the Remittance Amount (or any part thereof) pursuant to Clause 5.1, **RLH** will notify the User via phone to the User's mobile number registered with the User's SLIDE Wallet as soon as practicable. Where the Transaction Request was made by the User at the SLIDE Centre, the refund shall be made in cash to the User in person at the SLIDE Centre. Where the Transaction Request was made by a User via the SLIDE Application, the refund shall be made by crediting the User's SLIDE Wallet.
 - 5.3. Refunds will be for the amount of the Remittance Amount or the Exchanged Amount converted into Singapore Dollars at such exchange rate as may be determined by RLH at its sole and absolute discretion, whichever is the lesser, less any fees or charges, including any administrative fees charged by RLH for any refund, and any fees or charges which may be imposed by the relevant MNO or MTO. Refund amounts will not be adjusted to account for changes in the value of the Singapore Dollar against the converted currency from the time that the Remittance Service Transaction was submitted.

- 5.4. The User shall direct all enquiries related to refunds to iAPPS's User Care Hotline at xxxx xxxx.
- 6. Fees and Charges
 - 6.1. RLH shall be entitled to charge the User a fee for each Remittance Service Transaction and an administration fee for any refund of the Remittance Amount (or part thereof) in accordance with Clause 3.5. The quantum of such fees shall be as determined by RLH and posted on the SLIDE Website from time to time. The User may at any time make an enquiry as to the quantum of such fees by calling iAPPS's User Care Hotline at xxxx xxxx.
 - 6.2. **RLH** reserves the right to change and amend at any time the fees for the Remittance Service and the administrative fees for any refund of the Remittance Amount (or part thereof) by **RLH** to the User. Such changes and amendments shall be effective upon posting on the SLIDE Website or on such date as may be otherwise stated. The User's continued use of the Remittance Service or submission of any Transaction Request shall be deemed to be the User's conclusive acceptance of such changes and amendments to such fees.
 - 6.3. For the avoidance of any doubt, the User acknowledges and agrees that the use by the User of any mobile services such as data and/or telephone calls in relation to any Transaction Request may entail additional charges with the respective mobile service providers and the User shall be solely responsible for such charges (where applicable).
 - 6.4. The User shall bear and pay all taxes (including goods and services taxes) imposed under applicable laws.
- 7. Intellectual Property Rights
 - 7.1. All Intellectual Property in or relating to the Remittance Service belongs solely to **RLH** and its licensors. Nothing in these General Terms shall be construed as granting the User, by implication, estoppel or otherwise, any licence or right to use any Intellectual Property in or relating to the Remittance Service without the prior written consent of **RLH**. Any rights not expressly granted herein are reserved.
 - 7.2. The User shall not, and shall not attempt or assist another person to, tamper, modify, reverseengineer, disassemble, decompile or otherwise attempt to derive the source code of the Remittance Service including the software or otherwise, in any manner not expressly permitted by RLH. For the purposes of these Terms, "reverse engineer" shall include the examination or analysis of the Remittance Service to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of the Remittance Service.
- 8. Indemnity
 - 8.1. To the extent permitted by applicable law, the User shall indemnify, defend and hold harmless RLH, iAPPS, all iAPPS Subsidiaries, and each of their directors, officers, employees, suppliers, MNOs, licensors and agents (the "Indemnified Parties"), from and against any and all losses, damages, claims, costs (including legal costs incurred in defending any such actions, claims or proceedings), expenses, actions, claims and proceedings whatsoever, which may be brought or commenced against any Indemnified Party by any person or which any Indemnified Party may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
 - 8.1.1. the User's use of the Remittance Service;
 - 8.1.2. any Remittance Service Transaction carried out pursuant to any Transaction Request made by the User; or
 - 8.1.3. the User's breach of any provision of these General Terms,

save where such losses, damages, claims, costs, expenses, actions, claims and proceedings are directly and solely caused by RLH's gross negligence or wilful misconduct.

- 8.2. The User's obligations under this Clause 8 shall survive any termination of the User's relationship with **RLH** or the User's use of the Remittance Service. **RLH** reserves the right to assume the defence and control of any claims, demands and actions, subject to indemnification by the User, in which event the User shall cooperate with **RLH** in asserting any available defences.
- 9. Service Limitation, Exclusion and Limitation of Liability
 - 9.1. The User acknowledges and agrees that the provision of the Remittance Service to the User is subject to the following:
 - 9.1.1. service conditions which may depend on (without limitation) currency availability, regulatory issues, foreign exchange controls, any relevant bank's, MTO's, MTO's Cash-Out Agent's and any MNO's hours of operation, local and foreign holidays;
 - 9.1.2. availability and connectivity of a suitable network infrastructure at the time when the Remittance Service is requested or performed; and
 - 9.1.3. geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the Remittance Service is requested or performed.
 - 9.2. The User further acknowledges and accepts that, to the extent permitted by applicable law:
 - 9.2.1. without prejudice to Clause 9.4, iAPPS expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind (including warranties of non-infringement of Intellectual Property Rights), whether express or implied, statutory or otherwise, or any representations or warranties arising from usage or custom or trade or by operation of law, including without limitation as to the sequence, originality, correctness, completeness, accuracy, merchantability or fitness for any particular purpose, relating to or arising from the use of the Remittance Service or the performance by RLH of any Remittance Service Transaction;
 - 9.2.2. the User is solely responsible for ensuring the accuracy, adequacy and completeness of each Transaction Request, including details of the Beneficiary. **RLH** shall not be obliged to verify the accuracy, adequacy and completeness of any Transaction Request. **RLH** shall not be responsible for any losses, liabilities, costs, expenses, damages, claims or compensations suffered by the User as a result of any Transaction Request being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way, or any failure, refusal, delay or error by any third party through whom the Remittance Service Transaction is made to the intended Beneficiary; and
 - 9.2.3. **RLH** shall not be liable in any way to the User for any and all losses, liabilities, costs, expenses, damages, claims or compensations (including damages arising from cyber attacks and any refunds, save for the refunds in Clause 5) whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise), in connection with the following, save where such losses or damages arise directly as a result of **RLH**'s fraud, gross negligence or wilful misconduct:
 - i. the provision and use of the Remittance Service and the performance of any Remittance Service Transaction, including:
 - a. any fraudulent Remittance Service Transaction;

- b. any Remittance Service Transaction being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way;
- c. any unauthorised use and/or access of the Remittance Service;
- d. any unauthorised payments or otherwise;
- e. any failure, delay, interruption to or disruption of the Remittance Service (whether due to any failure, refusal, delay or error by any third party or otherwise) or in the transmission or receipt of any data through the performance of the Remittance Service Transaction, in each case, howsoever caused or arising; and
- f. the User's transfer of funds to the wrong bank account or wrong recipient;
- ii. any event the occurrence of which RLH is not able to control or avoid by the use of reasonable diligence, including the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any laws, acts of war or terrorism (whether real or perceived), the defaults, omissions and actions of the Monetary Authority of Singapore, any other regulatory authority, any law enforcement body, any IDA licensee and/or any telecommunications service provider, inclement or extreme weather conditions and acts of God;
- iii. the disclosure by **RLH** and/or any iAPPS Subsidiary of any User Information where such disclosure is made in compliance with these General Terms;
- iv. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any User Information or information transmitted through the use of the Remittance Service and/or relating to the use of the Remittance Service;
- v. any error, omission or inaccuracy in any information provided by **RLH** whether to the User or any person and whether in any publication relating to the Remittance Service or as part of or in connection with the Remittance Service;
- vi. the suspension, termination or discontinuance of the Remittance Service; and/or
- vii. any action taken by or on behalf of **RLH** to meet any obligation, whether in Singapore or outside of Singapore, to comply with any applicable law and/or any direction, order and/or requirement of any regulatory authority and/or law enforcement body, including any action taken in connection with the prevention of any unlawful activity including fraud, money laundering, terrorist activity, bribery, corruption and/or tax evasion, and/or the enforcement of any economic and/or trade sanction.
- 9.3. To the extent that the limitation of liability set out above is not permitted by law, RLH's liability to the User whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to RLH's provision or operation of the Remittance Service or relating to these General Terms shall not exceed the aggregate of the fees paid by the User to RLH for the Remittance Service during the last three (3) months immediately preceding the time of the claim by the User.
- 9.4. **RLH** does not represent or provide any warranty that:
 - 9.4.1. the Remittance Service will meet the User's requirements;
 - 9.4.2. the Remittance Service will always be available, accessible, function or inter-operate with any

MNO Service, MTO, the User's SLIDE Wallet, any Beneficiary's SLIDE Wallet, any mobile network, network infrastructure, system or otherwise to any extent, or such other services as **RLH** may offer from time to time; and

- 9.4.3. the User's use of the Remittance Service or **RLH**'s performance of the Remittance Service Transaction will be uninterrupted, timely, secure or error-free.
- 10. Right to Collect, Use and Disclose Data and Information connected with the User Information
 - 10.1. Save with the User's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to Clause 10.3 and the iAPPS Data Protection Policy), RLH shall not collect, use or disclose User Information for any purpose other than the purposes permitted under the applicable law. In addition to Clause 10.3, the User may give its agreement, consent or authority to all collection, use and disclosure by RLH of User Information, for any purpose(s) requested by RLH, by any form of writing or by the acceptance by the User of any relevant terms and conditions (including in the General Terms and iAPPS Data Protection Policy) which refer to such consent or authority.
 - 10.2. **RLH** shall be entitled to request for, retrieve and collect any information from or relating to the User from time to time which **RLH** may require for the purposes of the Remittance Service and its performance of any of its obligations under these General Terms.
 - 10.3. The User hereby affirmatively agrees, consents to and authorises the collection, retrieval, use and disclosure by and on behalf of RLH any and all User Information disclosed by the User to RLH and/or iAPPS Subsidiaries, or collected by RLH (including any information of a User collected, used or disclosed as described in the iAPPS Data Protection Policy), in the manner and for the purposes set out in the iAPPS Data Protection Policy, including for the following purposes:
 - 10.3.1. considering whether to provide User with the services that User applied for and processing User's application for the services;
 - 10.3.2. administering and/or managing User's relationship and/or account with RLH (including carrying out User's instructions or responding to any enquiries by User);
 - 10.3.3. carrying out verifications, the conduct of AML and CFT checks or otherwise to facilitate the provision of the Remittance Service and/or the provision of the SLIDE Wallet Service by iAPPS;
 - 10.3.4. dealing in any matters relating to the services and/or products which User is applying for or has applied for (including the mailing of correspondence, statements, invoices, reports or notices to the User, which could involve disclosure of certain personal data about User to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
 - 10.3.5. investigating fraud, misconduct, any unlawful action or omission, whether relating to User's application, User's claims or any other matter relating to the User's relationship and/or account with **RLH**, and whether or not there is any suspicious of the aforementioned;
 - 10.3.6. for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
 - 10.3.7. for providing the User with information, offering rewards, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the iAPPS Data Protection Policy,

(collectively, the "Purposes").

The provisions of this Clause 10.3 shall constitute consent of the User for the purpose of the provisions of the Spam Control Act and other applicable law, unless otherwise notified in writing by the User in the procedure as determined by **RLH** (or iAPPS Subsidiaries) from time to time, including as may be described in the iAPPS Data Protection Policy.

- 10.4. The User hereby affirmatively agrees, consents to and authorises the disclosure and/or transfer out of Singapore, by and on behalf of RLH, of User Information, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by RLH would be processing the User Information for RLH for any of the Purposes, and to the relevant Beneficiary in respect of the Remittance Service.
- 10.5. The User hereby represents, warrants and undertakes to **RLH** that where the User is responsible for the provision of any information or data relating to any natural person to **RLH**, or actually provides any such information or data to **RLH**, the User has informed each such person and each such person has given consent to **RLH**'s collection, use and disclosure of their personal data as described under these General Terms and in the iAPPS Data Protection Policy.
- 10.6. Users who wish to withdraw the consent referred to in this Clause 3.10 shall submit a request (in such form as specified by **RLH** from time to time) at the SLIDE Centre for such withdrawal whereupon the Remittance Service in relation to the relevant Remittance Service Transaction and the relevant Beneficiary shall be terminated.
- 10.7. The User agrees that RLH may retain all User Information disclosed by the User for the purposes of the Remittance Service and in compliance with the applicable laws and regulations.
- 10.8. The User hereby consents to **RLH** sending SLIDE Application and/or e-mail notifications to the User or contacting the User in any other manner at any time and from time to time in relation to the Remittance Service.
- 11. Termination
 - 11.1. **RLH** reserves all rights, in its sole and absolute discretion, to suspend (indefinitely or for such period as **RLH** may consider appropriate) or terminate the Remittance Service (in whole or in respect of any particular Territory) at any time by giving written notice to the User, and such notice shall be effective upon posting on the SLIDE Website or on such other date as may be otherwise stated by **RLH**.
 - 11.2. Notwithstanding anything contained herein and without prejudice to Clause 11.1, RLH may at any time suspend (indefinitely or for such period as RLH may consider appropriate) or terminate the provision of the Remittance Service to the User, with immediate effect or on such other date as RLH may state, without notice to the User, if:
 - 11.2.1. the User has, or RLH has, in its sole and absolute discretion, reason to believe that the User has, committed a breach of any of the provisions of these General Terms;
 - 11.2.2. **RLH** has, in its sole and absolute discretion, reason to believe that the User has misused or is likely to misuse the Remittance Service (including any unauthorised use or for any criminal or illegal purpose);
 - 11.2.3. **RLH** has, in its sole and absolute discretion, reason to believe that the User is using the Remittance Service or making any Transaction Request, on behalf of another party;
 - 11.2.4. **RLH** is required to do so in order to comply with any applicable law or any direction, order or requirement of any regulatory authority or law enforcement body;
 - 11.2.5. there is, or RLH has, in its sole and absolute discretion, reason to believe that there is, a

material security threat to the Remittance Service or any other services provided by **RLH** (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);

- 11.2.6. the User becomes bankrupt or generally fails or is unable to pay any of its debts as they mature, or any action is taken by any creditor of the User to recover, realise or enforce any security over any assets of the User or to enforce any judgment against the User;
- 11.2.7. the User has, or **RLH** has, in its sole and absolute discretion, reason to believe that the User has, caused or is likely to cause any failure, interruption, disruption or congestion of or in any network, system or services (whether of **RLH** or any other person) in connection with the Remittance Service;
- 11.2.8. **RLH**, in its sole and absolute discretion, is of the opinion that the User has perpetrated a fraud on **RLH** or any iAPPS Subsidiary or has conducted itself in a manner which may result in perpetrating (or which, in the opinion of **RLH**, constitutes an attempt to perpetrate) a fraud on **RLH** or any iAPPS Subsidiary;
- 11.2.9. the User dies, or becomes mentally incapacitated or suffers some other form of legal disability;
- 11.2.10. any information provided by the User to RLH in connection with the User's use of the Remittance Service is found to be false, misleading or incorrect;
- 11.2.11. any representation or warranty made by the User to RLH is incorrect or misleading;
- 11.2.12. the User does not make any Transaction Request over a period of such duration as may be determined by v in its sole and absolute discretion from time to time; and/or
- 11.2.13. RLH conducts or participates in any investigation into any of the matters described in the foregoing provisions of this Clause 11.2.
- 11.3. Notwithstanding anything to the contrary, RLH shall not be obliged to act on a Transaction Request and RLH shall be entitled to decline a Transaction Request and/or suspend the provision of the Remittance Service (including the freezing of the Remittance Amount in respect of the Transaction Request) at any time without giving any reason and without prior notification to User if RLH has received and needs to comply with a court order, regulatory, judicial or statutory requirement or request.
- 11.4. The User shall not be entitled to any payment, compensation or damages from **RLH** in relation to the suspension or termination of the provision of the Remittance Service to the User for any reason whatsoever, except for the refunds in the circumstances specified in Clause 5.1. The suspension or termination (as the case may be) of the provision of the Remittance Service to the User shall not release the User from any liability which at the time of termination has already accrued.
- 11.5. **RLH**'s right to suspend and terminate the Remittance Service shall be without prejudice to any other rights or remedies which **RLH** may have under these General Terms.
- 11.6. Upon termination of the provision of the Remittance Service (whether in whole or in respect of any particular Territory or in respect of the User):
 - 11.6.1. the User shall immediately cease to have any right or benefit as a User under these General Terms;
 - 11.6.2. any Remittance Service Transactions that have not been completed will be terminated and the amounts remitted will be refunded to the User in accordance with the provisions of

Clause 5;

- 11.6.3. all sums due or accruing due or payable to RLH under these General Terms up to and including the date of termination shall become immediately due and payable to RLH; and
- 11.6.4. save for provisions which expressly provide otherwise, neither RLH nor the User shall have any further obligations to the other under these General Terms.

12. Set-off

12.1. Without prejudice and in addition to any right of set-off to which **RLH** is otherwise entitled, **RLH** may, at any time, upon written notice to the User, set-off any amounts owing by the User to **RLH** against any amounts which **RLH** owes to the User, and **RLH** is hereby authorised to effect any necessary conversions at its then prevailing exchange rates. Notwithstanding the foregoing, in the event that the User breaches any provision of these General Terms, RLH may perform such set-off without notice to the User.

13. Amendment and Variation

13.1. RLH reserves the right to amend, modify, add to or otherwise vary these General Terms (including any amendments made to the iAPPS Data Protection Policy) from time to time by giving seven (7) calendar days' notice thereof to the User and any such amendment, modification or supplement shall take effect as from the date specified in such notice. Any such notice given by RLH in accordance with this clause, by posting on the SLIDE Website or by otherwise making public such notice in any other such manner deemed appropriate by RLH, shall constitute good and sufficient notice thereof to the User by RLH and shall be deemed to have been received by the User in accordance with the Clause or on the date of such posting or the making public of such notice, as applicable. The User's continued use of the Remittance Service or submission of any Transaction Request shall be deemed to be the User's conclusive acceptance of such amendments, modifications or variations to these General Terms and the User shall be bound by these General Terms so amended.

14. Waiver

14.1. No failure to exercise or enforce, and no delay on the part of RLH in exercising or enforcing its rights under these General Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of RLH at any time.

15. Assignment

- 15.1. The User shall not assign, transfer or encumber any or all of its rights, interest and obligations under these General Terms without the prior written consent of RLH.
- 15.2. The User agrees that **RLH** may assign and transfer any or all of its rights, interests and obligations under these General Terms to any iAPPS Subsidiary at **RLH**'s discretion and without any further consent or agreement required on the part of the User. Any such assignment or transfer shall take effect upon posting on the SLIDE Website or on such date as may be stated. In the event that **RLH** assigns and transfers all its rights, interest and obligations under these General Terms:
 - 15.2.1. all references to **RLH** in these General Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of **RLH**; and
 - 15.2.2. such assignee and transferee shall be entitled to enforce all rights and perform all obligations of **RLH** and to be paid all sums due from the User under these General Terms as at the date of such assignment and transfer thereafter.
- 16. Applicable Laws, Jurisdiction and Service of Process

- 16.1. These General Terms herein shall be subject to and construed in accordance with the laws of Singapore and the User hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 16.2. Without prejudice to **RLH**'s right to serve process in any other manner permitted by law, **RLH** may effect service on the User of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the User's last known address. Such process shall be deemed validly served on the User:
 - 16.2.1. in the case of service by leaving at the User's last known address, immediately; and
 - 16.2.2. in the case of service by post,
 - i. to any address in Singapore, two (2) days after it was posted by RLH; or
 - ii. to any address outside Singapore, fourteen (14) days after it was posted by RLH,

and the User agrees that the User shall be deemed to have adequate and sufficient notice of such process.

17. Notices and Correspondence

- 17.1. All notices and communications by **RLH** to the User may be sent or despatched to the User by the SLIDE Application or e-mail or any other means deemed appropriate by **RLH** to the e-mail address or mobile number of User appearing in any record of the User maintained by **RLH** or from which any communication by the User to **RLH** was despatched or issued or otherwise last known to **RLH**. Any such notice, demand or communication addressed and so despatched to the User shall be deemed to have been received by the User, in the case of despatch by e-mail or other instantaneous electronic communications, immediately upon transmission by **RLH**.
- 17.2. All notices and requests from the User to **RLH** shall be in writing unless **RLH** specifies to the User otherwise. **RLH** shall be entitled to regard as ineffective and invalid any notice or request of the User the receipt of which has not been confirmed by **RLH** to the User.
- 18. Severability
 - 18.1. Any part of any provision of these General Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these General Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 19. Third Party Rights
 - 19.1. Save for the iAPPS Subsidiaries, no person who is not a party to these General Terms has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term in these General Terms.