

[ANUA GROUP MONEY EXCHANGE] – TERMS AND CONDITIONS

PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING THE MC MOBILE APPLICATION (AS DEFINED BELOW). IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. IAPPS PTE LTD (“IAPPS”) IS THE HOLDER OF THE MC WALLET. BY USING THE MC APP 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 THE MC APP AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA THE MC MOBILE APPLICATION. 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 Interpretation

1.1. In these Terms, the following words and expressions shall have the following meanings:

1.1.1. “Account ID” means a unique personal identification number, which is created when you sign up for the MC Application.

1.1.2. “Additional Services” means the products and services offered, provided and made available by any person other than IAPPS (including any other IAPPS subsidiary and any third party), and P2P Services, which may be effected or obtained by you through the use of the MC Application from time to time, where your ability to access and use your MC Wallet to effect or obtain any of such products and services is dependent on your entry into and compliance with a separate agreement relating to such Additional Service with the person offering, providing and making available such product or service, and shall include, without limitation the following Payment Services

(a) Account Issuance

(b) Domestic Money Transfer

(c) E-Money Issuance

(d) Merchant Acquisition

All cross border money transfer services is provided by SLIDESH Pte Ltd (“SLIDESH”).

1.1.3. “AML” means anti-money laundering.

1.1.4. “Appstore” means an online digital media and/or application store, and includes Apple Inc.’s iTunes Store and Google Inc.’s Google Play store.

1.1.5. “Base Services” means the products and services offered, provided and made available by IAPPS in

accordance with these Terms, excluding Additional Services, which may be effected or obtained by you through the use of the MC Application from time to time as long as you have in force a valid MC Balance and your access to and use of the MC Application have not been suspended or terminated for any reason whatsoever, including, where applicable:

- i. the Top-Up Services;
- ii. the Payment Services;
- iii. the Rewards Services;

1.1.6. “CFT” means countering the financing of terrorism.

1.1.7. “Customer Information” means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your access to and/or use of the MC Application, any MC Service and/or any MC Content, including information you provide in submitting your request to register for a MC’ Balance, information which relates to a transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the IAPPS Data Protection Policy.

1.1.8. “Force Majeure Event” means any event or circumstances the occurrence and the effect of which IAPPS is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of IAPPS.

1.1.9. “IAPPS” means IAPPS Pte Ltd (UEN: 201218376W) and its successors.

1.1.10. “IAPPS Subsidiary” means any related corporation (as defined in the Companies Act (Cap. 50)) of IAPPS Investments Pte Ltd (UEN: 201611854D).

1.1.11. “IAPPS Data Protection Policy” means the current version of the data protection policy available at <http://slide.sg/dataprotection> or such other Internet website as may be maintained in respect of such policy.

1.1.12. “Indemnified Parties” means IAPPS, the other IAPPS subsidiaries and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.

1.1.13. “Intellectual Property Rights” 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. “Losses” means all losses, liabilities, costs, damages (including damages arising from cyber-attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation,

demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.

1.1.15. “P2P Services” means peer-to-peer payment and transfer services between natural persons, regardless whether such services are support or facilitated by IAPPS or otherwise, which services shall be applicable and available only to persons who have registered for such relevant Additional Services as IAPPS may determine from time to time, and subject always to the terms of the separate agreements relating to such Additional Services with the persons offering, providing and making available such Additional Services.

1.1.16. “Password” means the code generated by the MC Application server and subsequently may or may not be changed by the user.

1.1.17. “Payment Amount” means, in respect of a Payment Transaction, the amount as specified or confirmed in the relevant Payment Transaction Request as the amount to be paid to the relevant Payment Beneficiary, or deemed to be the “Payment Amount” for such Payment Transaction pursuant to Clause 7.3.

1.1.18. “Payment Beneficiary” means a Payment Merchant who is designated by you to receive payment via a Payment Service.

1.1.19. “Payment Merchant” means a merchant entity to which IAPPS provides a mobile payment system to accept payment for product(s) or service(s) effected through the MC Application.

1.1.20. “Payment Services” means such payment-related services as the relevant Payment Service Providers may from time to time offer, provide or make available, and which may be effected or obtained through the use of the MC Application, pursuant to which payments may be made via such payment instruments, technologies and/or methods as may be determined by IAPPS from time to time, including:

- i. payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants;
- ii. top-up of pre-paid phone and data cards offered by a Payment Service Provider, where applicable;
- iii. such other services as may be set out in the MC Website from time to time.

For the avoidance of doubt, Payment Services shall not include payments to natural persons other than payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants as provided herein.

1.1.21. “Payment Service Providers” means IAPPS subsidiaries and such other third-party service provider as may be set out in the MC Website from time to time, and “Payment Service Provider” means any one of them.

1.1.22. “Payment Service Terms” means terms and conditions relating to the use of the Payment Services as provided by the respective Payment Service Providers, including any amendments thereto that the respective Payment Service Providers may make from time to time in their discretion.

1.1.23. “Payment Transaction” means a payment transaction performed in fulfilment of a Payment Transaction Request.

1.1.24. “Payment Transaction Request” means a request made to IAPPS to make payment to a Payment Beneficiary.

1.1.25. “Remittance Services” means the cross-border remittance service provided by SlideSG that enables a customer to remit funds to the customer's designated beneficiaries in the territories of including but not limited to, China, Indonesia, Myanmar, Malaysia, Philippines, India and Bangladesh, in accordance with the Remittance Services terms and conditions.

1.1.27. “S\$” means the lawful currency of Singapore.

1.1.28. “MC Application” means the application(s) for mobile devices (available for download from an Appstore) 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.

1.1.29. “MC Wallet” means an account that is offered by IAPPS:

- i. through which the holder of such account may, *inter alia*, effect and obtain SLIDE Services, subject to these Terms; and
- ii. for the purposes of containing stored value, which stored value is capable of being used by you to carry out such transactions as IAPPS may from time to time specify (including those which may be made pursuant to the MC Services).

1.1.30. “MC Content” means all materials, information, tools, contents, hyperlinks, marks and logos contained in or displayed on, and all software and contents which may be downloaded and/or accessed from or are made available through, the MC Application (and/or any access thereto and/or use thereof), including:

- i. all features and functionalities for the time being offered and made available on or via the MC Application;
- ii. all advertisements, promotions and offers (whether from IAPPS, any other IAPPS subsidiary or any third party);

iii. all material, information, tools, content, hyperlinks, marks and logos relating to third parties and/or products and/or services owned or provided by third parties;

iv. all hypertext links to Third Party Sites; and

v. Third Party Content.

1.1.32. “MC Service Provider” means, in respect of a MC Service, the person offering, providing and making available such MC Service to users of the MC Application. A “MC Service Provider” may be IAPPS, any other IAPPS Subsidiary, or such other third-party service provider as may be set out in the MC Website from time to time.

1.1.33. “MC Services” means such products and services as may be effected or obtained through the use of the MC Application for the time being as may be set out on the MC Website, comprising the Base Services and the Additional Services.

1.1.34. “MC Website” means slide.sg/MC or such other Internet website as IAPPS may maintain in respect of MC from time to time.

1.1.35. “SMS” means Short Message Service.

1.1.36. “Terms” means these Terms and Conditions, as may be amended from time to time.

1.1.37. “Third Party Content” means all material, information, tools, content and hyperlinks contained in Third Party Sites (whether relating to third parties and/or products and/or services owned or provided by third parties or otherwise).

1.1.38. “Third Party Sites” means websites and/or mobile applications owned, operated or provided by third parties.

1.1.39. “Top-Up Services” means the services offered, provided and made available by IAPPS comprising the top-up of MC Wallet and/or pre-paid card(s), as described in Clause 1.8.

1.2. The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these 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 Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.

1.5. The words “include” or “including” in these 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.

1.6. Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

2. IAPPS

2.1. To contact IAPPS in connection with any matter relating to the MC Application or any Base Service, you may call IAPPS’ customer hotline at +65 6594 1380. IAPPS may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.

2.2. Any determination, decision or opinion that IAPPS may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of IAPPS (whether or not it is expressly stated as such in the relevant provision). IAPPS shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if IAPPS nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on IAPPS, and does not constitute any representation, warranty or undertaking by IAPPS (as to future action or otherwise).

3. Eligibility for MC

3.1. You acknowledge and agree that before you are eligible to access and use the MC Application (including to effect and obtain any MC Service), you are required to satisfy all the criteria set forth in Clause 3.2, as may be amended from time to time by IAPPS in its sole and absolute discretion, and to have successfully passed all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes) which IAPPS in its sole and absolute discretion considers necessary.

3.2. You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

3.2.1. you are of legal age of majority to contract (and in any event, no less than 18 years of age) and are legally capable and permitted to accede to these Terms;

3.2.2. you shall register for and have in force a valid MC Wallet and shall comply with these Terms and all terms and conditions governing the use of MC Services, and your access to and use of the MC Application have not been suspended or terminated for any reason whatsoever; and

3.2.3. you are not in arrears of any payment due to any IAPPS Subsidiary.

3.3. In the event any of the criteria in Clause 3.2 has not been satisfied or ceases to be satisfied at any time whatsoever, and/or any provision of these Terms is not complied with, and/or you fail to successfully pass any identification check, due diligence and/or other check, screening and/or verification (including for anti-fraud, anti-terrorism, CFT and AML purposes) which IAPPS in its sole and absolute discretion considers necessary,

or if at any time, IAPPS, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of your MC Wallet and/or the MC Application, IAPPS shall be entitled to suspend or terminate the availability to you of and/or your access to and/or use of your MC Wallet (in whole or in part), the MC Application (in whole or in part) and/or any Base Service, and/or procure the suspension or termination of the availability to you of and/or your access to and/or use of any other MC Service by the relevant MC Service Provider, in each case, without notice to you and without giving any reason.

4. MC Wallet

4.1. You may register for MC Wallet through any one of the following channels by submitting a request in such manner and form and accompanied by such information and supporting documentation as may be required from time to time:

4.1.1. in person at a MC Counter or such other authorised locations as may be determined by IAPPS from time to time;

4.1.2. in person at roadshows organised by any IAPPS Subsidiary from time to time;

4.1.3. over the Internet through the MC Website;

4.1.4. through the MC Application;

4.1.5. such other channels as IAPPS may make available from time to time;

4.2. IAPPS retains the sole and absolute discretion to approve or reject any request to register MC Wallet in whole or in part, or to impose any conditions whatsoever to the registration of MC Wallet.

4.3. You may only register for MC Wallet, and access and use the MC Application and the MC Services, for (and only for) your own behalf and personal use, and not for the benefit or on behalf of any other person (including natural person or legal person). Without prejudice to the foregoing, you shall not assist, cause, permit or authorise any other person (including natural person or legal person) to access or use your MC Wallet to effect or obtain any MC Service, including making any payments or carrying out any transactions or other activity pursuant to any MC Service.

4.4. Any access or use of your MC Wallet in breach of these Terms or any access or use of your MC Wallet for any purpose which is prohibited by any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body shall be void and you shall have no rights under these Terms in respect of such access and/or use.

4.5. Where the mobile line linked to the mobile number you have provided to IAPPS in order to register for MC Wallet is transferred, suspended or terminated for any reason whatsoever, you shall forthwith notify IAPPS of the same and provide to IAPPS the particulars of a new mobile line to replace such transferred, suspended or terminated mobile line (if any). If you do not provide a new mobile line to replace such transferred, suspended or terminated mobile line, IAPPS shall be entitled to suspend (for such period as IAPPS may in its sole and

absolute discretion consider appropriate) or terminate your MC Wallet and/or your access to and/or use of the MC Application (in whole or in part), without notice to you. In such event, any e-Wallet for the time being standing to the credit of your MCWallet shall, for the purposes of these Terms, be deemed to be Unused e-Wallet (as defined in Clause 6.2). Notwithstanding the foregoing, if you shall fail to promptly notify IAPPS of your transferred, suspended or terminated mobile line, as herein required, you shall nevertheless be responsible and liable for all transactions carried out through your MC Wallet using the MC Application or such MC Service (as the case may be), notwithstanding that such transactions may have been carried out, and/or your Password or such details may have been used by any other person without your knowledge or authority.

4.6. You will need to use your Password and such other details relating to your MC Wallet as IAPPS may from time to time require to access and use the MC Application (including to effect or obtain any MC Service). You are responsible for safekeeping and maintaining the confidentiality of your Password and all details of your MC Wallet. You must not disclose to any person your Password or any details of your MC Wallet, and shall not assist, cause, permit or authorise any person to use your Password or MC Wallet for any purpose whatsoever. You shall take such measures as may be necessary and all due care to protect your Password and MC Wallet against misuse by third parties.

4.7. You shall promptly notify IAPPS upon discovering that there has been any:

4.7.1. inappropriate or unauthorised disclosure of and/or use of your Password and/or any details of your MC Wallet; and/or

4.7.2. inappropriate or unauthorised access to and/or use of the MC Application and/or any MC Service effected using your Password and/or any details of your MC Wallet, and you shall promptly take such steps as may be specified by IAPPS in relation to the foregoing matters (including to change your Password).

4.8. You are solely responsible and liable for any access to and use of the MC Application or any MC Service effected through the use of your Password and/or any details of your MC Wallet, notwithstanding that your Password or such details may have been used by any other person without your knowledge or authority.

5. MC Application and MC Services

5.1. Subject always to these Terms, IAPPS grants you a limited, non-transferable and non-exclusive, revocable, free of charge, personal licence for the period during which (i) you have in force a valid MC Wallet and (ii) your MCWallet and/or access to and use of the MC Application have not been suspended or terminated for any reason whatsoever, to access and use the MC Application to effect and obtain MC Services, provided that such access and use shall be made in Singapore on a mobile device that you own or control for non-commercial purposes.

5.2. You acknowledge and agree that the access to and use of the MC Application and MC Services is offered to you on an "as available, where available" basis. IAPPS may, at its sole and absolute discretion, at any time add to, vary or limit the features and/or functions of the MC Application, any MC Service or any MC Content which may be made available to you, and/or provide for, vary, supplement or amend and terms and conditions relating to your use of such the MC Application, any MC Service or any MC Content which may be made

available to you without notice to you.

5.3. Any and all access and use by you of the MC Application and MC Services shall be governed by these Terms, where applicable, and is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time.

5.4. Any and all access and use by you of any Additional Service, including P2P Services, shall be dependent on your entry into and compliance with the terms and conditions of a separate agreement relating to such Additional Service with the relevant MC Service Provider, and to any and all other applicable terms, conditions and processes as may be introduced, amended and/or implemented by the relevant MC Service Provider and/or IAPPS from time to time. Nothing in these Terms amounts to any representation or warranty that you will be able to access and use the MC Application to effect or obtain any Additional Service.

5.5. You acknowledge and agree that in order to be use the P2P Services, both the recipient and transferor must be able to mutually identify each other's name and mobile number via the MC Application when the relevant payment/transfer is sought to be made.

5.6. You must (and may only) pursue any claim, dispute or remedy which you may have in relation to a MC Service with the relevant MC Service Provider.

5.7. Where the relevant MC Service Provider is not IAPPS:

5.7.1. IAPPS' obligations are limited to taking instructions from you (which instructions shall be in such manner and form and accompanied by such information and supporting documentation as IAPPS may require from time to time) and such MC Service Provider and relaying such instructions to you or the MC Service Provider, as the case may be, in connection with the relevant MC Service. IAPPS shall have no other responsibility in relation to the relevant MC Service.

5.7.2. Any instructions given by you to IAPPS in connection with any MC Service may not be cancelled, withdrawn or amended unless IAPPS in its sole and absolute discretion consents otherwise. IAPPS shall not bear any liability or responsibility for any and all Losses if IAPPS does not or is unable to stop or prevent the carrying out of the relevant MC Service or any transaction as a result of such instructions.

5.8. Notwithstanding any other provision of these Terms, IAPPS shall be entitled, in its discretion, to refuse to carry out and/or complete any request submitted or transaction carried out by you or on your behalf pursuant to any MC Service.

6. MCWallet Services

6.1. You may top-up and add credit to your MC Wallet through the following cash-in points, subject to any terms, conditions and processes as may be introduced, amended and/or implemented by IAPPS from time to time in relation to the same:

i. MC Counters;

ii. the MC Application, or any other platforms as may be determined by IAPPS from time to time at its sole discretion; and

iii. such other channels (including participating retail stores and payment kiosks) as may from time to time be offered, provided or made available by IAPPS to you and listed on the MC Website; provided that your MC Wallet can only hold, in aggregate, a maximum credit amount of S\$999 (or such other amount as IAPPS may determine in its discretion from time to time) at any point in time.

6.2. The balance for the time being standing to the credit of your MC Wallet (“Unused Balance”) is held on trust by IAPPS for you. Save as otherwise expressly provided in this Clause 6.2, no refunds or cash withdrawals may be made from your MC Wallet:

6.2.1. You may at any time submit a request to IAPPS through the MC Hotline at +65 6594 1380 for a refund of the Unused Balance and termination of your MC Wallet. Such request shall be made in such manner and form and accompanied by such information and supporting documentation as may be required by IAPPS from time to time. Upon receipt of your request, IAPPS will provide, subject to verification and any deductions as provided in Clauses 6.2.3 and 6.2.4, a full refund of the Unused Balance to you, whereupon your MC Wallet shall be terminated. The refund shall be made by IAPPS in such manner and at such time as IAPPS may determine in its sole discretion, as shall be advised by IAPPS.

6.2.2. For avoidance of doubt, IAPPS will not entertain any request for partial refund only of the Unused Balance.

6.2.3. Where you have outstanding payments owing to any IAPPS Subsidiary, IAPPS shall be entitled to first set-off the outstanding payments due to such IAPPS Subsidiary against the Unused Balance for the time being.

6.2.4. Any refund of any Unused Balance may be subject to such additional administrative fees as IAPPS may from time to time determine. The imposition of such administrative fees, and any changes and amendments thereto, shall be effective upon posting on the MC Website or on such date as may be otherwise stated. Your continued access to and use of the MC Application, your MC Wallet and/or any of the MC Services shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

6.3. Notwithstanding any provision in these Terms, IAPPS shall be entitled to, at any time and without notice to you:

6.3.1. deduct from your MC Wallet any amount deemed by IAPPS in its sole discretion to have been wrongly credited into your MC Wallet and/or reverse any transaction carried out using your MC Wallet, whether due to mobile networks or delivery systems error or otherwise;

6.3.2. deduct from your MC Wallet any fees, charges or other amounts which are payable by you to IAPPS or any IAPPS Subsidiary, whether under these Terms or otherwise; and/or

6.3.3. deal with and/or take any action in respect of, any Unused Balance for the time being, if required by and in accordance with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body.

7. Payment Services

7.1. In addition to the criteria and conditions referred to in Clause 3, you acknowledge and agree that before you are eligible to access and use any Payment Service, you are required to satisfy all the criteria set forth in Clause 7.2, as may be amended from time to time by IAPPS in its sole and absolute discretion. In the event any such criteria has not been satisfied or ceases to be satisfied at any time whatsoever, or any provision of these Terms is not complied with, IAPPS shall be entitled in its discretion to suspend or terminate (as the case may be) the availability to you of and/or your access to and/or use of any Payment Service.

7.2. You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

7.2.1. you have full capacity, authority and legal right to enter into and engage in Payment Transactions; and

7.2.2. where the relevant Payment Beneficiary is a Payment Merchant, the transaction and contract between you and such Payment Merchant, and the performance of such transaction and contract, relate to the supply and/or provision of goods and/or services that are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such goods and/or services are to be supplied and/or provided), and the charges incurred under such transaction and contract are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such charges are to be incurred).

7.3. All Payment Amounts shall be denominated in Singapore dollars. If any sum specified by you to be paid to the relevant Payment Merchant under a Payment Transaction Request is denominated in any currency other than Singapore dollars, IAPPS shall be entitled to convert such sum into Singapore dollars at such rate as may be determined by IAPPS, and such converted sum shall be deemed to be the “Payment Amount” for the purposes of these Terms.

7.4. You further acknowledge and agree that the continued provision of the Payment Services to you, the acceptance by IAPPS of each Payment Transaction Request and the performance by IAPPS of each Payment Transaction, and any refund to your MC Wallet in accordance with these Terms are subject to the following conditions (in addition to the other criteria and conditions under these Terms):

7.4.1. the relevant Payment Beneficiary having successfully passed all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti- terrorism, CFT and AML purposes) as may be required by any applicable regulatory authority or law enforcement body from time to time and/or which IAPPS in its sole and absolute discretion considers necessary;

7.4.2. the relevant Payment Beneficiary complying with all terms and conditions imposed by IAPPS

for the receipt of the relevant Payment Amount;

7.4.3. the Unused Balance for the time being in your MC Wallet being sufficient to fulfil the relevant Payment Transaction Request;

7.4.4. where the relevant payment is to be made into your MC Wallet, the Unused Balance following such payment shall not exceed S\$999 at any point of time;

7.4.5. you having paid all applicable fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable in respect of the MC Services you have effected or obtained through the MC Application and/or in relation to your MC Wallet.

7.5. IAPPS will make reasonable efforts to ensure that the Payment Transactions are processed and performed in a timely manner, but makes no representation or warranty regarding the time needed to complete processing or to transfer the amount to the relevant Payment Beneficiary, and will not be liable or responsible for any Loss to you or any Payment Beneficiary due to any delay in the processing of any Payment Transaction, the transfer of any Payment Amount, or the receipt of any Payment Amount by any Payment Beneficiary, save where such Loss is directly and solely caused by IAPPS' fraud, gross negligence or wilful misconduct.

7.6. IAPPS shall be entitled, in its sole and absolute discretion, to refuse to perform and/or complete any Payment Transaction (including if any of the conditions set out in the provisions of this Clause 7 are not fulfilled for any reason whatsoever and/or IAPPS has reason to believe, in its sole and absolute discretion, that any representation or warranty given by you under these Terms is or has become untrue or incorrect or is breached in any respect).

7.7. You shall exercise caution when transferring any Payment Amount to any unfamiliar Payment Beneficiary and shall always be alert to the possibility of fraud.

7.8. You acknowledge and agree that:

7.8.1. you are solely responsible for ensuring the accuracy, adequacy and completeness of each Payment Transaction Request, and the requested Payment Amount, are accurate, up-to-date and reflect your intentions and IAPPS shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Transaction Request; and

7.8.2. a Payment Transaction Request once given to IAPPS may not be cancelled, withdrawn or amended by you unless IAPPS in its sole and absolute discretion consents otherwise, and in this connection, IAPPS has no liability or responsibility if it does not or is unable to stop or prevent the implementation of the Payment Transaction.

7.9. If a Payment Merchant makes a request through the mobile payment system provided to it by IAPPS to void any Payment Transaction made by you, IAPPS may, in its sole discretion, refund the relevant Payment Amount to you by crediting such Payment Amount to your MC Wallet, after deducting any fees, charges or other amounts which may be payable by you to IAPPS or any IAPPS Subsidiary, whether under these Terms or otherwise.

7.10. In respect of any complaints concerning any Payment Transaction Request raised by you to IAPPS, you hereby acknowledge that:

7.10.1. you shall satisfactorily provide such documentary proof as IAPPS may require as relevant evidence toward IAPPS' investigation of the relevant Payment Transaction Request;

7.10.2. you shall notify in writing to IAPPS of any issues with, discrepancy or dispute in relation to any Payment Transaction Request within 30 calendar days from the date of that Payment Transaction Request, with satisfactory documentary proof as described in Clause 7.10.1; and

7.10.3. without prejudice to any of IAPPS' other rights and remedies (under these Terms, at law, in equity or otherwise), IAPPS retains the sole and absolute discretion to conduct independent investigations into each and every Payment Transaction Request made by you, and reserves the right to make such determination as it may deem fit.

8. Top-Up Services

8.1. If you use the MC Application for Top-Up Services, including without limitation, to top-up and add credit to any pre-paid card offered by an IAPPS Subsidiary and/or MC Service Provider held by you, you acknowledge and agree that at all material times:

8.1.1. IAPPS' sole responsibility is limited to facilitating the payment by you to such IAPPS Subsidiary and/or such Payment Service Provider, as the case may be, in order to top-up and add credit in and to your pre-paid and/or other cards;

8.1.2. IAPPS is acting solely as agent on behalf of such IAPPS Subsidiary and/or such Payment Service Provider, as the case may be, to collect the relevant top-up or credit amount from you;

8.1.3. IAPPS will not otherwise hold any amount (in the form of money or any other form) in relation to such top-up or credit.

9. Charges

9.1. IAPPS shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the MC Application (including your registration for and access to and use of a MC Wallet), any reactivation or termination of the provision of and/or your access and/or use of the MC Application and/or your MC Wallet and/or for refund of any Payment Amount (or part thereof) or of the Unused Balance, in accordance with these Terms. The quantum of such fees and charges shall be as determined by IAPPS. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the MC Website or on such date as may be otherwise stated. Your continued access to and use of the MC Application and/or your MC Wallet shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

9.2. A MC Service Provider shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the relevant MC Service and

related MC Content, and/or any reactivation or termination of the provision of and/or your access and/or use of the relevant MC Service and related MC Content. The quantum of such fees and charges shall be as determined by such MC Service Provider. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the MC Website or on the website of such MC Service Provider or on such date as may be otherwise stated. Your continued access to and use of the relevant MC Service and related MC Content shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

9.3. Where you do not carry out any transaction through your MC Wallet for a continuous period of more than six months, IAPPS may designate your MC Wallet as a “Dormant Account”. A dormancy fee (to be determined by IAPPS and posted on the MC Website from time to time) shall then be charged by IAPPS and deducted from your MC Wallet for every month thereafter during which your MC Wallet remains a Dormant Account. You will not be able to carry out transactions with a Dormant Account, and will need to contact IAPPS at its customer care hotline at +65 6594 1380 to reactivate a Dormant Account. IAPPS shall be entitled to suspend or terminate your ability to access and use your MC Wallet to effect or obtain any and all MC Services where your MC Wallet is a Dormant Account and the balance in your MC Wallet is insufficient to meet the monthly dormancy fee payable.

9.4. You shall be solely responsible and liable for all fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable pursuant to these Terms. You acknowledge and agree that any such fees and charges (which relate to transactions carried out through your MC Wallet) may be directly debited from your MC Wallet.

9.5. You acknowledge and agree that your use of any mobile or data services in relation to your download of the MC Application (and/or any updates thereof) and/or any access to and/or use of the MC Application, any MC Service and/or any MC Content may entail additional charges with the relevant mobile and telecommunication service providers and that you shall be solely responsible for such charges (where applicable).

10. Your General Obligations

10.1. Without prejudice to any other obligations which you may have (whether under these Terms, at law, in equity or otherwise), you represent, warrant and undertake that:

10.1.1. any and all information provided by you to IAPPS and/or any other IAPPS Subsidiary in connection with your access to and use of the MC Application, any MC Service or any MC Content (including in the course of registering for a MC Wallet) shall be true, accurate and complete, and you shall promptly notify and update IAPPS and/or the relevant other IAPPS Subsidiary in the event of any change to such information (in such form and with such valid supporting documentation as may be required by IAPPS and/or the relevant other IAPPS Subsidiary from time to time);

10.1.2. you are not and will not at any time be located in a country that is subject to embargo, or that has been designated as a “terrorist supporting” country by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;

10.1.3. you are not and will not at any time be listed on any list of prohibited or restricted parties by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;

10.1.4. you shall comply with:

i. all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body; and

ii. such policies, measures, guidelines, regulations and procedures (such as security and encryption standards, rules and procedures) as IAPPS may specify from time to time in relation to the MC Application, including the provision of the MC Application by IAPPS to you, and your use of the MC Application, any MC Service and any MC Content;

10.1.5. you have taken, obtained and shall maintain in force all necessary action to authorise and all necessary permits, licences, approvals, consents, waivers and exemptions for your entry into and performance of your obligations under these Terms and to access and use your MC Wallet, the MC Application and the relevant MC Services and related MC Content, in each case, in accordance with all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body;

10.1.6. you shall not at any time access or use the MC Application, any MC Service or any MC content for any unlawful or illegal activity or purpose or in any manner which will result in you or IAPPS or any other IAPPS Subsidiary breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body; and

10.1.7. you shall render to each of IAPPS and the other IAPPS Subsidiaries any assistance and co-operation as IAPPS or such other IAPPS Subsidiary (as the case may be) may require in connection with any investigation undertaken and/or action taken by IAPPS or such other IAPPS Subsidiary (as the case may be) (including that referred to in Clause 11.3).

10.2. When using the MC Application, you agree not to do (or facilitate or attempt the doing of), and not to permit, cause or procure that any person to do (or facilitates or attempts the doing of), directly or indirectly, any of the following:

10.2.1. compromising or undermining the security or integrity of the MC Application or any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the MC Application;

10.2.2. accessing or using the MC Application via any means or interface without obtaining express authorised permission from the relevant party(ies), including using or launching any automated system;

10.2.3. accessing, using or damaging, or disrupting or impeding the operation of, any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the MC Application (other than as expressly permitted in these Terms);

10.2.4. renting, leasing, lending, trading, selling, reselling or otherwise charging any person for the use of the MC Application;

10.2.5. breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any rule, regulation or policy applicable to any network, server, computer database, website or news group that you may access;

10.2.6. infringing any intellectual property right, proprietary, privacy or publicity rights of any person, or breach any obligation of confidence or any other proprietary right;

10.2.7. breaking into or accessing any computer hardware, software, system or procedure;

10.2.8. relaying any material through any third-party equipment, systems, networks, sites, servers and/or infrastructure without authorisation;

10.2.9. using or storing any bots on IAPPS or any other IAPPS Subsidiaries' servers;

10.2.10. carrying out any activities which IAPPS may consider to be actually or potentially injurious to any person (including any IAPPS Subsidiary);

10.2.11. sending, posting (whether through the MC Application, on any website, mobile site, application, interface or platform that displays the "MC" mark, or otherwise), transmitting, distributing, linking to, soliciting, collecting or otherwise dealing with any content or service that:

i. contains or constitutes unsolicited material (including unsolicited bulk mail messages, masses of electronic mail and other data) that could be expected to adversely affect any network or facilities;

ii. does not meet acceptable standards of decorum and good taste;

iii. contains or constitutes any material that is, or that IAPPS considers, in its sole and absolute discretion, to be, obscene, offensive, defamatory, libellous, unlawfully threatening or harassing or otherwise actionable;

iv. infringes any right of any person (including any proprietary or intellectual property right) or is in violation of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;

v. contains or constitutes any material that is, or that IAPPS considers, in its sole and absolute discretion, to be, misleading;

vi. compromises or undermines the security or integrity of MC or any of the equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with MC;

- vii. contains any errors, whether technical or otherwise; or
- viii. contains or constitutes any material in any form that would render IAPPS or any other IAPPS Subsidiary liable to any claim or proceedings whatsoever;
- 10.2.12. transmitting or distributing any viruses, worms, defects, Trojan horses, cancelbots, sniffer, time bombs or any programming or code of a destructive nature;
- 10.2.13. violating any person's rights (including privacy rights), interfering with any person's use of the MC Application, or causing any nuisance, annoyance or inconvenience to any person;
- 10.2.14. interfering with the proper working, functionality or availability of the MC Application or any other computer program or database in relation to or required in using the MC Application;
- 10.2.15. exploiting or abusing the MC Application;
- 10.2.16. breaching, tampering with, circumventing or modifying any security measures used by or on behalf of IAPPS in connection with the MC Application, including any encryption codes or technological protection measures in or used in connection with the MC Application; or
- 10.2.17. imposing an unreasonably large load on the servers serving the MC Application.

11. General Rights of IAPPS

11.1. IAPPS shall be entitled to send, and you hereby consent to IAPPS, sending and to you receiving, "push notifications" and SMS notifications relating to:

- 11.1.1. your access to and use of the MC Application and your MC Wallet (including details of how and when to update the MC Application); and
- 11.1.2. the Base Services and/or Additional Services.

11.2. Notwithstanding any other provision of these Terms, IAPPS shall be entitled to, and hereby reserve all rights to, at any time disable any links to or frames of any website or mobile application containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights).

11.3. IAPPS shall be entitled to at any time investigate complaints or reported breaches of these Terms or any matter referred to in these Terms, and to take any action IAPPS may consider appropriate, including reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.

11.4. IAPPS may, in its sole discretion, change, add or remove any feature or functionality of the MC Application at any time, including as a result of the acquisition and expiry of rights to any MC Content. Any such changes, additions and removals shall become part of the MC Application and shall apply immediately. Your continued access to and use of the MC Application shall be deemed to be your conclusive acceptance of such changes, additions and removals.

11.5. Notwithstanding any provision in these Terms which require IAPPS to, or envisage that IAPPS will, give notify or inform you of any matter, IAPPS may nevertheless not notify or inform you of such matter if IAPPS considers in its sole and absolute discretion that notifying or informing you of such matter will or may cause (i) IAPPS or any other IAPPS Subsidiary to be in breach of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body and/or (ii) any prejudice to any investigation or proposed investigation by any person (whether IAPPS, any other IAPPS Subsidiary, any regulatory authority or law enforcement body, or otherwise).

11.6. You hereby agree and accept that IAPPS's records of Payment Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between IAPPS and you) as final and conclusive and binding for all purposes, in the absence of manifest error.

11.7. Without prejudice to any of IAPPS's other rights and remedies (whether under these Terms, at law, in equity or otherwise), IAPPS is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. IAPPS shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

11.8. Without prejudice and in addition to any right of set-off to which IAPPS is otherwise entitled, IAPPS may, at any time, upon written notice to you, set-off any amounts owing by you to IAPPS against any amounts which IAPPS owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, IAPPS may perform such set-off without notice to you.

12. Disclaimers, Indemnity and Liability

12.1. All MC Services are offered and provided from Singapore. All MC Content is directed at and restricted to natural persons resident in or entities having a place of business in Singapore ONLY. IAPPS makes no representation that the MC Application, the provision of any v Service or any MC Content is lawful, appropriate or available for use in other locations or jurisdictions.

12.2. You acknowledge and agree that the MC Application and all MC Services (and your access thereto and use thereof), and all MC Content, are provided on an "as is, as available" basis. Notwithstanding any other provision of these Terms, nothing in the MC Application constitutes or should be regarded as an offer or solicitation on the part of IAPPS to provide any products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the purchase

of, subscription for or other use of such products or services.

12.3. All MC Content are provided or made available to you for general information and reference only. In addition, MC Content relating to third parties and/or products and/or services provided by third parties or provided on behalf of third parties (including Third Party Content) are re-transmitted by IAPPS to you in the ordinary course of business. Such products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must (and may only) pursue any claim, dispute or remedy in respect thereof with such third party.

12.4. MC Content may contain or comprise geographic, political, economic, statistical, financial and exchange rate data presented in approximate or summary or simplified form which may change over time, and may be based on material and/or information obtained from third parties which may not be accurate. You should not use any MC Content as a basis for making any decision, including whether to register for MC Wallet or to access or use a MC Service. MC Content should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You should obtain such professional advice where appropriate.

12.5. Your access to and use of the MC Application, any MC Service and any MC Content shall be solely at your own risk. You are solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the Payment Services in determining whether to access and/or use the MC Application, any MC Service and any MC Content.

12.6. In particular, without limitation, if you choose to access and/or use any Third Party Sites and/or Third Party Content, you acknowledge and agree that your access and/or use shall be subject to, and you shall review, accept and comply with, such terms and conditions (including any end user licence agreements) as may be applicable to such Third Party Sites and/or Third Party Content. You shall be solely responsible for any provision or submission of information by or on behalf of you on or through any Third Party Site.

12.7. None of the Indemnified Parties makes, and each of the Indemnified Parties hereby expressly excludes, any representation, warranty, guarantee, endorsement or undertaking of any kind, whether express or implied, statutory, arising from usage or custom or trade or by operation of law, or otherwise:

12.7.1. in relation to these Terms, the MC Application, any MC Service or any MC Content, including:

- i. the provision of the MC Application, any MC Service and any MC Content to you;
- ii. the performance by MC of its obligations under these Terms;
- iii. any failure or delay in, interruption to or disruption of the provision of the MC Application, any MC Service or any MC Content to you, or in the transmission or receipt of any data in connection with the provision of the MC Application, any MC Service or any MC Content to you, howsoever caused or arising;
- iv. your access to and use of the MC Application, any MC Service and any MC Content (whether

fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such access and/or use), and any suspension, termination or discontinuance thereof; and

v. any transaction or activity carried out pursuant to any MC Service.

12.7.2. as to the accuracy, privacy, reliability, security, timeliness, non-infringement, title, merchantability, fitness for purpose, accessibility, functionality, availability or ability of the MC Application, any MC Service or any MC Content;

12.7.3. as to the inter-operability of the MC Application, any MC Service or any MC Content with any other system, infrastructure, interface, product, service, network or otherwise to any extent;

12.7.4. as to whether the MC Application, any MC Service or any MC Content will meet your needs or requirements in any way or be uninterrupted, timely, secure, or free from computer viruses, Trojan horses, worms, malicious, destructive or corrupting codes or programmes, malicious activities of third parties, software bombs or similar items, defects, delays, errors, spyware, malware, adware, imperfections, faults, mistakes, misrepresentations, omissions, defects or inaccuracies;

12.7.5. as to whether the service conditions on which your access to and/or use of the MC Application, any MC Service or any MC Content depend (as further described in Clause 12.8), will be met; and

12.7.6. as to whether or not your access to and/or use of the MC Application, any MC Service or any MC Content will (i) breach any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, (ii) contain any obscene, offensive, defamatory material, or (iii) breach or infringe any rights, including Intellectual Property Rights and other proprietary, privacy and publicity rights, of any person and any obligations of confidence,

and save to the extent prohibited by applicable law, the Indemnified Parties do not accept and shall not bear any liability or responsibility arising directly or indirectly from or in connection with any or all of the foregoing matters, and you hereby waive claim you may now or in the future have against any Indemnified Party for the same. You shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

12.8. You acknowledge and agree that your access to and use of the MC Application, any MC Service and any MC Content is subject to the following service conditions being met:

12.8.1. the availability to you of a suitable mobile handset or device that is compatible for use with the MC Application and the relevant MC Service and MC Content;

12.8.2. the availability and connectivity of a suitable network infrastructure at the time when the MC Application or the relevant MC Service or MC Content is accessed and/or used by you;

12.8.3. the geographic and technical capability of the mobile networks and delivery systems at the time and

location when and where the MC Application or the relevant MC Service or MC Content is accessed and/or used by you.

12.9. You acknowledge and agree that IAPPS has entered and may enter into agreements and arrangements with, and is and may be subject to certain obligations to, owners and operators of Appstores (“Appstore Providers”) in connection with the distribution of the MC Application as a mobile application. IAPPS accepts no, and shall not bear any, liability or responsibility for any Loss arising from or in connection with any act or omission of any Appstore Provider, or otherwise from the relationship between IAPPS and such Appstore Providers.

12.10. Save to the extent prohibited by applicable law, in no event shall any Indemnified Party be liable or responsible in any way whatsoever for, and you waive any claim you may now or in the future have against any Indemnified Party and hereby agree to fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Loss arising from or in connection with or by reason of:

12.10.1. these Terms, the MC Application, any MC Service or any MC Content, including the matters described in Clauses 12.7.1(i), any breach of these Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise) and any exercise by IAPPS or any IAPPS Subsidiary of their respective rights under these Terms;

12.10.2. any transaction or activity carried out through your MC Wallet or pursuant to any MC Service being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever;

12.10.3. any unauthorised, mistaken, unlawful or wrongful payments made through your MCWallet or pursuant to any MC Service for any reason whatsoever;

12.10.4. the performance by or on behalf of IAPPS of its obligations under these Terms, including the fulfillment of or failure to fulfil any Payment Transaction Request or the performance of or failure to perform any Payment Transaction (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such fulfilment, performance or failure);

12.10.5. any product or service obtained from any Payment Merchant pursuant to any Payment Transaction (or any description of such product or service);

12.10.6. any breach of any Additional Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise);

12.10.7. any failure, refusal, delay, error or other act or omission by or on behalf of any MC Service Provider or content provider;

12.10.8. the use or disclosure, in any manner and for any purpose, by any Indemnified Party of any information obtained and/or provided by you in connection with your use of the MC Application, any MC Service or any MC Content, including where such information is (to your knowledge or otherwise) inaccurate, inadequate, incomplete, ambiguous, inconsistent or otherwise;

12.10.9. any error, omission, inadequacy, incompleteness, ambiguity, inconsistency or inaccuracy in or of any information obtained and/or provided by you in connection with your use of the MC Application, any MC Service or any MC Content (including in any Payment Transaction Request); and

12.10.10. any Force Majeure Event.

12.11. This Clause 12 shall survive any expiry, termination or other cessation of your relationship with IAPPS and/or your access to and/or use of the MC Application, any MC Service or any MC Content. IAPPS reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with IAPPS in asserting any available defences.

13. Intellectual Property Rights

13.1. You agree that caching, hyperlinking to, and framing of the MC Application or any MC Content are strictly prohibited, and that you shall not, and shall not assist, procure or cause any person to do or omit to do anything which may constitute any of such activities.

13.2. All Intellectual Property Rights in or relating to the MC Application, any MC Service and any MC Content, including information, communications, software, texts, graphics, links and sounds, belong to IAPPS, the relevant MC Service Provider and/or their respective related corporations, content providers and/or their third party licensors. Nothing in these Terms nor the grant to you of a licence to access and use MC shall be construed as granting you, by implication, estoppel or otherwise, and you shall not in any event be entitled to, any licence or right to use any such Intellectual Property Rights without the prior written consent of the relevant holder of such Intellectual Property Rights. Any right not expressly granted herein is reserved.

13.3. You shall not, and shall not assist, cause, permit or authorise any person to tamper, reproduce, modify, store, copy, use, transfer, distribute, republish, download, post, transmit, translate, pledge, sublicense, rent, lease, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operates or supports, or create any derivative works based on, any MCContent (or part thereof) (including its user interfaces), in any form or by any means, without the prior written permission of the relevant copyright holder for any purpose whatsoever. For the purposes of these Terms, “reverse engineer” includes the examination or analyses of MC Content to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of such MC Content. The source and object code of the MC Application constitute a trade secret of IAPPS and must not be accessed, examined or shared without IAPPS’s prior written consent.

13.4. You acknowledge and agree that the MC Application, the MC Services, and all MC Content may not be used, and you shall not and shall not assist, cause, permit or authorise any person to use MC, any MC Service or any MC Content (or part thereof), for commercial purposes (including commercial distribution).

13.5. You hereby grant to IAPPS a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to IAPPS in accessing and using the MC Application, any MC Service and/or any MC Content, for any purpose IAPPS deems fit (including the copying, transaction, distribution and publication thereof).

14. Personal Data

14.1. IAPPS and each other IAPPS Subsidiary shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of IAPPS and each other IAPPS Subsidiary, any and all Customer Information, in the manner and for the purposes set out in the IAPPS Data Protection Policy, and for the following purposes:

14.1.1. considering whether to approve and/or processing your request for registration for a MC Wallet and/or to provide you with any MC Service;

14.1.2. administering and/or managing your MC Wallet and/or your relationship with IAPPS and any other IAPPS Subsidiary;

14.1.3. offering, providing and making available to you and carrying out their respective MC Services;

14.1.4. performing their respective obligations under these Terms and any Additional Terms;

14.1.5. carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);

14.1.6. dealing in any matters relating to the MC Services and/or MC Content which you access and use (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);

14.1.7. investigating fraud, misconduct, any unlawful action or omission, whether relating to your application, your claims or any other matter relating to your MC Wallet and/or your relationship with IAPPS and any other IAPPS Subsidiary, and whether or not there is any suspicious of the aforementioned;

14.1.8. for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators (such as, without limitation, the Monetary Authority of Singapore), exchanges, clearing houses, markets or depositories); and

14.1.9. providing you 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”).

14.2. You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of IAPPS or any other IAPPS Subsidiary, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by IAPPS or any other IAPPS Subsidiary, IAPPS would be processing your personal data for IAPPS or any other IAPPS Subsidiary for any of the Purposes.

14.3. You hereby represent, warrant and undertake to IAPPS and each other IAPPS Subsidiary that where you or your representative is responsible for the provision of any information or data relating to any natural person to the IAPPS and/or any other IAPPS Subsidiary, or actually provides any such information or data to IAPPS and/or any other IAPPS Subsidiary, you have informed each such person and each such person has given consent to the IAPPS's collection, use and disclosure of their personal data as described under these Terms and the IAPPS Data Protection Policy.

14.4. You agree that IAPPS and each other IAPPS Subsidiary may retain all Customer Information for the Purposes and in compliance with the applicable law.

14.5. If you wish to withdraw your consent given under this Clause 14, you are required to submit a request to IAPPS (in such form as may be specified by IAPPS from time to time), whereupon IAPPS shall be entitled to take such action, or procure to be taken any such action, as IAPPS may consider appropriate arising from or in connection with such withdrawal of consent (including suspending or terminating the provision of MC (in whole or in part) to you).

14.6. You hereby consent to IAPPS and each MC Service Provider sending SMS notifications to you or contacting you in any other manner at any time and from time to time in relation to the MC Application (including in respect of your MC Wallet) or the relevant MC Service, respectively. If you contact IAPPS or any MC Service Provider via email, IAPPS or such MC Service Provider may keep a record of that correspondence.

14.7. You consent to IAPPS's use of the data files which are placed on your device when you access and/or use the MC Application and/or any MC Service ("Cookies") and IAPPS's use of Cookies, as follows:

14.7.1. to collect information about how you access and use the MC Application and MC Services;

14.7.2. to identify your device for the following purposes:

i. for the operation of the MC Application and the provision of the MC Services;

ii. to temporarily allow you to carry information between pages or interfaces of the MC Application to avoid having to re-enter such information; and

iii. to temporarily identify your device after you have logged in to a secure page on the MC Application in order for you to carry out certain transactions;

14.7.3. to enable IAPPS to improve the MC Application by tracking your access to and use of the MC Application and MC Services, so as to gather statistics on new and repeat visitors to evaluate effectiveness;

14.7.4. to enable IAPPS to personalise MC Content for you and make the MC Application more relevant to your interests;

14.7.5. to store and remember your login and preferences in accessing and using the MC Application and MC Services (for example, your choice of language and region) to avoid you having to re-enter such

information when you return to the MC Application;

14.7.6. to maintain access controls for you to view privileged pages without seeking further permission from you (provided that no additional personal data is collected); and

14.7.7. to provide online advertisements or offers on the MC Application which are most likely to interest you, limit the number of times you see an advertisement or offer, and to evaluate the effectiveness of IAPPS's online marketing and advertising programs.

14.8. While you can choose not to accept Cookies by changing the settings on your device, you acknowledge and agree that if you 'block' or choose not to accept any Cookies, certain MC Services and features on the MC Application may not work as they otherwise would if you had not 'blocked' such Cookies.

14.9. You may from time to time give your agreement, consent or authority to all collection, use and disclosure by IAPPS or any other IAPPS Subsidiary of any Customer Information, for any purpose(s) requested by IAPPS or such other IAPPS Subsidiary, by any form of writing or by the acceptance by you of any relevant terms and conditions (including in these Terms and the IAPPS Data Protection Policy) which refer to such consent or authority.

14.10. The provisions of this Clause 14 shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by IAPPS or any other IAPPS Subsidiary from time to time, including as may be described in the IAPPS Data Protection Policy.

15. Force Majeure

15.1. IAPPS shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations (including the offering, provision and making available of any Base Service to you, or allowing you to access and use your MC Wallet to effect or obtain any MC Service) if the delay or failure was due to any Force Majeure Event.

16. Suspension and Termination

16.1. IAPPS may at any time suspend (for such period as IAPPS may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your access to and/or use of the MC Application (in whole or in part), your MC Wallet and/or any of the MC Services (as the case may be), in each case, without notice to you and without giving any reason. IAPPS may (but shall not be obliged to) post a notice of such suspension or termination on the MC Website or make such notice available in any other manner deemed appropriate by IAPPS.

16.2. A MC Service Provider may at any time suspend (for such period as such MC Service Provider may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the relevant MC Service (or any part thereof), in each case, without notice to you and without giving any reason.

16.3. Without prejudice to the foregoing, IAPPS and each MC Service Provider may at any time suspend (for such period as such IAPPS or such MC Service Provider (as the case may be) may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the MC Application (in whole or in part), your MC Wallet and/or the relevant MC Service (or any part thereof) (as the case may be), including freezing any Unused Balance in your MC Wallet, without notice to you, if:

16.3.1. IAPPS or such MC Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information;

16.3.2. you have, or IAPPS or such MC Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms;

16.3.3. IAPPS or such MC Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have misused or are likely to misuse the MC Application or any MC Service (including for any unauthorised use or any criminal or illegal purpose);

16.3.4. IAPPS or such MC Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you are using the MC Application, your MCWallet or any or all of the MC Services, or the relevant MC Service, respectively, on behalf of another party;

16.3.5. IAPPS or such MC Service Provider (as the case may be) is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;

16.3.6. there is a material security threat to the MC Application, your MCWallet or any of the MC Services (as the case may be) (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);

16.3.7. you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;

16.3.8. IAPPS or such MC Service Provider (as the case may be) is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on IAPPS or any IAPPS Subsidiary, or such MC Service Provider or any of its related corporations, respectively, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud;

16.3.9. you die, or become mentally incapacitated or suffer some other form of legal disability;

16.3.10. any information provided by you to IAPPS or such MC Service Provider (as the case may be) in connection with these Terms or the relevant MC Service, respectively, is found to be false, misleading or incorrect;

16.3.11. you have, or IAPPS or such MC Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, caused or attempted to cause failure, interruption, disruption or

congestion in any network or system in connection with the MC Application or any or all of the MC Services, or the relevant MC Service, respectively; and/or

16.3.12. any representation or warranty made by you to IAPPS or such MC Service Provider (as the case may be) in connection with these Terms is incorrect or misleading.

16.4. If you wish to suspend or terminate your access to and use of the MC Application and/or your MC Wallet, you are required to submit a request to IAPPS (in such manner and form and accompanied by such information and supporting documentation as may be required by IAPPS from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such Terms as may be applicable to such suspension or termination.

16.5. If you wish to suspend or terminate your access to and use of any MC Service, you are required to submit a request to IAPPS and the relevant MC Service Provider in such manner and form and accompanied by such information and supporting documentation as may be required by IAPPS and/or the relevant MC Service Provider from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as IAPPS and/or the relevant MC Service Provider may consider applicable to such suspension or termination.

16.6. You shall not be entitled to any payment, compensation or damages from IAPPS or any other IAPPS Subsidiary in relation to any suspension or termination of your access to and use of the MC Application, your MC Wallet or any MC Service for any reason whatsoever.

16.7. Any suspension or termination of your access to and use of the MC Application, your MC Wallet or any MC Service for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

16.8. The rights of suspension and termination of IAPPS and the MC Service Providers under these Terms shall be without prejudice to any other rights or remedies which IAPPS and each MC Service Provider (as the case may be) may have (whether under these Terms, at law, in equity or otherwise).

16.9. Upon any suspension or termination of these Terms, and/or the availability to you of and/or your access to and/or use of all (and not some) of the MC Services, your MC Wallet and/or the MC Application (as a whole):

16.9.1. you shall not have any right, benefit or interest in connection with these Terms, the MC Application, your MC Wallet or any MC Service, and without prejudice to the foregoing:

- i. the licence granted by IAPPS to you to access and use the MC Application shall cease and accordingly, you shall immediately cease all access to and use of the MC Application and all MC Services, and shall not, and shall not assist, cause or permit any person to, access or use the MC Application, your MC Wallet or any MC Service in any way (such licence, and your access to and use of the MC Application, your MC Wallet and the MC Services, shall only resume, in the case of a suspension, when such suspension ceases); and

ii. any transaction which you have requested be carried out through the MC Application or pursuant to any MC Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

16.9.2. none of IAPPS and the other IAPPS Subsidiary shall have any obligation to you in connection with these Terms, the MC Application, your MC Wallet or any MC Service;

16.9.3. any and all sums due or accruing due or payable to IAPPS or any other IAPPS Subsidiary in connection with these Terms and/or your access to and use of the MC Application, your MC Wallet and any MC Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to IAPPS or such other IAPPS Subsidiary; and

16.9.4. For the avoidance of doubt, upon termination of the availability to you of and/or your access to and/or use of all (and not some) of the MC Services, your MC Wallet and/or the MC Application (as a whole), you may register for a new MC Wallet in accordance with these Terms, if desired. However, without prejudice to any of IAPPS's other rights and remedies (under these Terms, at law, in equity or otherwise), IAPPS retains the sole and absolute discretion to approve or reject any such request to register a new MC Wallet in whole or in part, or to impose any conditions whatsoever to your registration of a new MC Wallet.

16.10. Upon any suspension or termination of the availability to you of and/or your access to and/or use of any (but not all) of the MC Services (but not MC as a whole):

16.10.1. you shall not have any right, benefit or interest in connection with the relevant MC Service that has been suspended or terminated, and without prejudice to the foregoing:

i. you shall immediately cease all access to and use of such suspended or terminated MC Service, and shall not, and shall not assist, cause or permit any person to, access or use such suspended or terminated MC Service in any way (such access to and use of such MC Service shall only resume, in the case of a suspension, when such suspension ceases); and

ii. any transaction which you have requested be carried out through such suspended or terminated MC Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

16.10.2. none of IAPPS and the other IAPPS Subsidiaries shall have any obligation to you in connection with such suspended or terminated MC Service; and

16.10.3. any and all sums due or accruing due or payable to IAPPS or any other IAPPS Subsidiary in connection with your access to and use of such suspended or terminated MC Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to IAPPS or such other IAPPS Subsidiary.

17. Modification

17.1. IAPPS shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the IAPPS Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the MC Application and/or MC Website or in any other manner deemed appropriate by IAPPS (which shall constitute good and sufficient notice thereof to you by IAPPS and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable). If you continue to access and use the MC Application and/or any MC Service after such amendment, modification or variation, you shall be deemed to have agreed to be bound by such amended, modified or varied information, material and Terms.

18. Waiver

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

19. Confidentiality

19.1. You agree that IAPPS and/or any IAPPS Subsidiary shall not be under any obligation of confidentiality to you regarding any such information or material provided by you accessing and using the MC Application and/or any MC Service, unless agreed otherwise in a separate direct contract between you and IAPPS and/or the relevant IAPPS Subsidiary, or otherwise required

20. Assignment

20.1. You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of IAPPS.

20.2. IAPPS may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the MC Website or on such date as may be otherwise stated. In the event that IAPPS assigns and transfers all its rights, interests and obligations under these Terms:

20.2.1. all references to IAPPS in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of IAPPS; and

20.2.2. such assignee and transferee shall be entitled to enforce all rights and perform all obligations of IAPPS and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

20.3. Without prejudice to Clause 12, IAPPS shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party (including any other IAPPS Subsidiary) as IAPPS deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, IAPPS shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third

party.

21. Notices and Correspondence

21.1. All notices and communications by IAPPS and/or any IAPPS Subsidiary to you may be sent or despatched to you by delivery, post, e-mail, SMS, eDM or facsimile transmission or any other means deemed appropriate by IAPPS, to your e-mail or other address or mobile or facsimile number appearing in any of your records maintained by IAPPS or from which any communication by you to IAPPS was despatched or issued or otherwise last known to IAPPS. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:

21.1.1. in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by IAPPS and/or the relevant IAPPS Subsidiary;

21.1.2. in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and

21.1.3. in the case of despatch by post:

i. to any address in Singapore, on the next day after it was posted by IAPPS and/or the relevant IAPPS Subsidiary; or

ii. to any address outside Singapore, on the seventh (7th) day after it was posted by IAPPS and/or the relevant IAPPS Subsidiary.

21.2. All notices and requests from you to IAPPS shall be in writing unless otherwise specified by IAPPS to you. IAPPS shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by IAPPS to you.

22. Severability

22.1. Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

23. Third Party Rights

23.1. Save for the IAPPS Subsidiaries, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

24. Applicable Law and Jurisdiction

24.1. These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

These Terms and Conditions are updated on 1 November 2020