

**ISSUER’S TERMS & CONDITIONS
HOSTING OF INVESTMENT NOTE**

1. INTRODUCTION

- 1.1 This document outlines the terms and conditions (T&C) between Issuer (“Issuer” or “you” or “Applicant”) and QuicKash Malaysia Sdn Bhd (“QuicKash” or “us” or “we” or “our”) which governs your participation as an Issuer on this Platform provided by us.
- 1.2 By registering as an Issuer, you are deemed to have read and fully understood these terms carefully.
- 1.3 The Issuer’s digital signatures constitute his acceptance to be bound by this Issuer’s Terms & Conditions.
- 1.4 You are advised to keep a printed or electronically stored copy of this T&C for your future reference.

2. INTERPRETATION

- 2.1 In this Issuer’s T&C, unless the context otherwise requires, the following expressions shall have the meanings set out against them:

“Agents” means the associate, sister and holding companies of QuicKash and the directors, officers, agents, partners, and employees of QuicKash and its associate, sister and holding companies;

“Business Day” means a day when banks in Selangor and Kuala Lumpur are open for business and shall exclude Saturdays, Sundays and public holidays;

“CCM” means Companies Commission of Malaysia or Suruhanjaya Syarikat Malaysia of Menara SSM@Sentral, No. 7 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50623 Kuala Lumpur (including its updated address from time to time);

“Default Fee” means fees payable to QuicKash until the terms of repayment have been regularised. A fee of RM100.00 per month is imposed for default between 0-60 days and RM200.00 per month for default for over 60 days;

Repayment Frequency	Default in Days	Default Fee (RM)
Monthly	0-60 days	100.00
Monthly	More than 60 days	200.00

“Financing” means the amount of financing to be raised by the Issuer under the Platform and references to “Financing” shall include the amount of financing raised by the Issuer under the Platform, as the context shall prescribe, and shall include any part thereof;

“Hosting Period” means a period of fifteen (15) days from the date of posting of an Investment Note by the Issuer or such period as may be determined by QuicKash;

“Investment Note” means the request by the Issuer for an amount to be hosted on the platform and include the Investment Note successfully funded;

“Investor” means a party who is registered with QuickKash and has made an investment as reflected in the Investment Note;

“Issuer” means the party who has requested for an Investment Note to be hosted on the Platform;

“Issuer’s T&C” means the terms and conditions entered into or to be entered into by the Issuer in relation to the hosting of an Investment Note;

“Material Adverse Change” means, in the absolute opinion of QuickKash, a change in the representation, ability of the Issuer and/or the Security Party to perform its obligations under the Issuer’s T&C and/or the Security Documents as a result of an adverse change having occurred or will possibly occur;

“Platform” means P2P Platform operated by QuickKash;

“Privacy Policy” means the Privacy Policy of QuickKash available on the Platform as from time to time amended varied and supplemented;

“QuickKash” means **QuickKash Malaysia Sdn Bhd (Company No. 201701007737 (1221902-M))**, a company incorporated in Malaysia and having its registered address at 16-A (1st Floor), Jalan Tun Sambanthan 3, Brickfields, 50470 Kuala Lumpur;

“Ringgit” or **“RM”** mean Ringgit, the lawful currency of Malaysia;

“SC” means Securities Commission Malaysia or Suruhanjaya Sekuriti Malaysia of 3, Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur;

“SC Guideline” means the updated SC Guidelines on SC-GC/6-2015 (R5-2020) dated 05.05.2020 (as amended from time to time) pursuant whereof P2P financing is regulated;

“Security” means such security acceptable to QuickKash to secure the obligations of the Issuer upon hosting, which may include personal or third-party guarantees, charge over shares, charge over real property, or charge over such other assets;

“Security Documents” means any or all documents executed or required to be executed by the Security Party in respect of the Security;

“Security Party” means any or all of the parties providing Security under this T&C;

“Services” means the services rendered by QuickKash in hosting the Investment Note on the Platform.

2.2 Any reference in this T&C to "Clauses" is to the clauses of this T&C.

2.3 The headings to the Clauses are inserted for convenience only and shall not affect the interpretation of this T&C.

2.4 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to parties and persons shall be construed

as including bodies corporate and vice versa and words denoting any gender shall include all genders.

- 2.5 Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any transactions entered into hereunder.
- 2.6 The expressions “Issuer”, “Investor” and “QuickKash” shall include their respective successors and assigns.

3. HOSTING OF INVESTMENT NOTE

3.1 In order for your Investment Note to be hosted on the Platform, you must do the following:-

- (a) accepts the Issuer’s T&C; and
- (b) provide documents and/or information as requested by us.

Notwithstanding the above, the decision whether to approve you as an Issuer under the Platform is entirely ours.

3.2 An Applicant intending to be hosted on the Platform is not allowed to be hosted concurrently for the same purpose on other P2P platforms.

3.3 The Applicant shall furnish QuickKash the following information and/or document as part of the disclosure requirements under the SC Guidelines:

- 3.3.1 information that explains the key characteristics of the business of the Applicant;
- 3.3.2 information that explains the purpose of the Financing and the targeted amount to be financed;
- 3.3.3 information relating to the business plan of the Applicant;
- 3.3.4 where requested, audited financial statements where the Applicant has been established for more than eighteen (18) months; and/or
- 3.3.5 certified financial statements or information by the Applicant’s management where the applicant is newly established.

3.4 The Applicant shall also pay/reimburse QuickKash such fees and charges relating to this application.

3.5 QuickKash shall have the right to authenticate the identity of the Applicant and persons authorised to act on its behalf, including without limitation, requesting for information and/or documents as may be necessary from the Applicant or such person authorized to act on the Applicant’s behalf and making any background and credit searches as QuickKash deems necessary. The Applicant shall not be admitted to the Platform unless QuickKash at its sole discretion, is satisfied with the relevant identification and supporting documents.

3.6 The Applicant is required to provide a valid email address, username and password to access to the Platform. The Applicant shall keep the email address, username and password confidential and secured at all times. The Applicant shall be responsible for the use of the Platform by its employees,

sub-contractors, agents or other authorised persons. QuicKash reserves the right to terminate, suspend or restrict the access of the Applicant to the Platform and to cease acting on the Applicant's instructions, if QuicKash reasonably suspects that the person logged onto the Platform using the Applicant's email address, username and password is not the Applicant or an employee, sub-contractor, agent or authorised person of the Applicant or where QuicKash suspects that the access to the Platform account is for unlawful, illegal, fraudulent or unauthorised uses or purposes. Any breach of security, loss, theft or unauthorised use of the Applicant's email address, username and password or any security information must be notified to QuicKash immediately.

3.7 Upon acceptance for hosting on the Platform, the Issuer:

- a) shall not to adapt or circumvent the systems in place in connection with the Platform;
- b) shall not access the Platform other than through the normal use of it; and
- c) agrees, consents and authorises QuicKash, as the owner and operator of the Platform, to collect, use and disclose the information it collects in accordance with the purposes and uses identified in the Privacy Policy.

3.8 If the Issuer has provided QuicKash with a valid email address, the Issuer further consents to receive, from time to time, email messages from and through QuicKash, including information about products and services of QuicKash and its Group of Companies.

3.9 Upon acceptance for hosting on the Platform, the Issuer shall be entitled to enjoy, for the duration of this T&C, the Services, subject to any addition, modification or termination of the Services whether specifically or only in relation to the Issuer, from time to time, at the discretion of QuicKash without prior notice to the Issuer.

3.10 Upon acceptance for hosting on the Platform, Issuer shall permit QuicKash, its employees and agents on reasonable notice and during business hours to attend and inspect its premises and any of the Issuer's books, accounts and records and to make copies of any such information. QuicKash shall have the right to carry out credit and related checks on the Issuer and its employees, sub-contractors, agents, authorized person and members, partners, directors of its business. QuicKash applies its own internal guidelines and policies when assessing applications for hosting on the Platform and has absolute discretion over the admission of Applicants to be hosted on the Platform.

4. SECURITY

4.1 In consideration of QuicKash agrees to host in the Investment Note on the Platform, QuicKash may require security(ies) from the Issuer. In this regard, the Issuer shall furnish QuicKash Security Documents in form and substance acceptable to QuicKash.

4.2 QuicKash reserves the right to request for further securities from time to time to secure the obligations of the Issuer under the Investment Note.

5. WARRANTY AND FULL DISCLOSURE

5.1 The Issuer warrants that all information submitted to the Platform shall be true and correct and shall not have any material non-disclosure that would result in the information being misleading.

- 5.2 The Issuer agrees to full disclosure by QuickKash of all information collected by QuickKash from the Issuer, whether from the Platform or from other means, to the Investor and any other third parties as QuickKash may decide in its discretion in connection with the Services, Platform, this T&C or to comply with any regulatory requirement or directive, or for marketing or promotional purposes.

6. MATERIAL ADVERSE CHANGE

- 6.1 In the event any Material Adverse Change has occurred or may potentially occur which in the opinion of QuickKash may prejudice the ability of the Issuer or the Security Party to observe and perform the covenants and obligations on its part to be performed under this Issuer T&C and the Security Documents, QuickKash reserve its right to request for updated information and/or documents from the Issuer or Security Party without limiting QuickKash rights not to further process the Applicant's application.

7. WAIVER OF REQUIREMENTS

- 7.1 The requirements set out herein may be waived by QuickKash in whole or in part with or without terms or conditions PROVIDED ALWAYS THAT the discretion of QuickKash to waive or defer the fulfilment of any of the terms and conditions set out herein shall not prejudice the right of QuickKash to assert such terms and conditions in whole or in part during the application for hosting or prejudice the interests of, or diminish or impair the rights, powers or remedies of QuickKash under this Issuer T&C or the Security Document and neither shall it preclude QuickKash from insisting compliance of any waived conditions subsequently.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The names, images and logos ("**Marks**") identifying QuickKash or third parties and their products and services are subject to copyright, design rights and trademarks of QuickKash and/or third parties, and all rights to the Marks are expressly reserved by QuickKash or the relevant third parties. Nothing contained in this T&C shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of QuickKash or any other third party, without the prior written consent of QuickKash or such third party. The name of QuickKash or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of QuickKash.
- 8.2 QuickKash and its affiliates and licensors own and retain all right, title and interest in and to (a) the Platform; (b) all hardware, software, and other items used to provide the Services; and (c) all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by QuickKash, the Issuer shall not copy, modify, publish, transmit, distribute, perform, display or sell any of QuickKash's proprietary information. The Issuer shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by law or QuickKash in writing.

- 8.3 By submitting, posting or displaying content on or through the Platform, the Issuer grants to QuickKash a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of our Services. The Issuer further grants to QuickKash an irrevocable non-exclusive license to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of services. QuickKash reserves the right to retain an archival record of all such content including those deleted or removed by the Issuer.
- 8.4 In the event that the Issuer downloads any software, applications or script from the Platform, the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “**Software**”) are licensed to the Issuer by QuickKash on a non-exclusive, non-transferable, and non-sub licensable basis for the sole purpose only of utilising the Services in accordance with this T&C, the Privacy Policy and the Code of Conduct. For the avoidance of doubt, QuickKash does not transfer title ownership or any other rights to the Software to the Issuer. The Issuer shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at the Issuer’s own risk.

9. DISCLAIMERS

- 9.1 Save as set out in this T&C and the Investor T&C, QuickKash will not perform any management or administrative functions on the Issuer’s behalf. QuickKash is not a party to any Investment Note. QuickKash does not in any manner warrant that an investment request can or will be subscribed, or that any Investor will perform the terms of the Investment Note in accordance with the terms thereof.
- 9.2 The content and material available on the Platform is for information only and shall not be regarded as an offer, solicitation, invitation, advice or recommendation to raise funds, buy or sell investments, securities or any other financial services or banking product. The Issuer should not rely on any information contained in the Platform in making a decision to raise funds, an investment or other decision but should obtain appropriate specific professional advice in connection therewith. Nothing contained in the Platform constitutes or should be construed to constitute investment, legal, tax, leverage financing, fund raising or other advice. In particular, calculations that the Platform may provide in relation to the likely costs of Investment Notes successfully issued through the Platform are for guidance purposes only and shall not be regarded as guaranteed.
- 9.3 The Issuer acknowledges that the use of the Platform and services involves risks, including without limitation, the risk of the Platform discontinuing its services and the risks of investment requests not being fulfilled or fulfilled to the satisfaction of the Issuer.
- 9.4 The Issuer acknowledges and agrees that this T&C and the hosting of the Issuer’s requirement on the Platform do not in any way constitute an obligation on QuickKash to procure funding for the Issuer or constitute a warranty by QuickKash that such funding will be available.

- 9.5 The Platform is provided “AS IS” on an “IS AVAILABLE” basis without any representation or any kind of warranty whatsoever (whether expressed or implied by law). QuickKash expressly disclaims all express, implied and statutory warranties, including without limitation, warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.
- 9.6 Without limiting the foregoing, QuickKash does not warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses, and/or other harmful or corrupting code, programme, macro and such other unauthorised software, or that the download, installation or use of any Software or content of Platform in or with any computer will not affect the functionality or performance of the Issuer’s computer. The Issuer (and not QuickKash) agrees to assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer. The Issuer agrees not to hold QuickKash liable for the loss of any of the content in its computer that is due to any circumstances beyond the control of QuickKash.
- 9.7 The Issuer agrees that QuickKash has no responsibility or liability for the deletion or failure to store any content maintained or posted by or through the Platform.
- 9.8 The Platform contains links to other websites that are not maintained by QuickKash. Similarly, other websites may contain links to the Platform. QuickKash has no control over such sites and resources, and the Issuer acknowledges and agrees that QuickKash is not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to the Issuer as a user of the Platform and does not imply QuickKash’s endorsement of the linked website or association with their operators. QuickKash disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the Issuer’s own risk.

10. LIMITATION OF LIABILITY

- 10.1 QuickKash and its Agents shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities under any causes of action or any damages whatsoever, including, without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to third parties, arising out of or in any way connected with:
- 10.1.1 the use or performance of the Platform or Services;
 - 10.1.2 the delay or inability to use the Platform or Services;
 - 10.1.3 the provision of or failure to provide the Platform or Services;

- 10.1.4 any information, data, software, products, services and related graphics obtained through the Platform or Services;
- 10.1.5 any reliance on any statement, opinion, representation or information on the Platform or Services;
- 10.1.6 the inability of the Issuer to have its investment requests fully funded by Investors through the Platform;
- 10.1.7 otherwise arising out of the use of this Platform or Services,

whether based on contract, tort, strict liability or otherwise, except where such loss or damage arises from the breach of this T&C by QuickKash or was caused by the gross negligence, wilful default or fraud by QuickKash.

- 10.2 Without prejudice to the other provisions herein, the Issuer hereby agrees to indemnify and hold QuickKash and its Agents (collectively all called “**Indemnified Parties**”), harmless at all times against all actions, proceedings, costs, claims, expenses (including all legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which the Indemnified Parties may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or the use of the Platform or Services by the Issuer, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this T&C by the Issuer, the violation by the Issuer of any rights of another person or entity or the breach by the Issuer of any statutory requirement, duty or law.

11. NOTICES

- 11.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this T&C or such other address as the recipient may designate by earlier notice given to the sender. Any such notice may be delivered personally or by normal or registered mail or telex or facsimile transmission or electronic mail, and shall be deemed to have been served if any personal delivery, at the time of delivery, if by mail, forty eight (48) hours after posting, if by telex transmission, on the date the recipient's answerback is received, if by facsimile, upon receipt of the confirmation copy of transmission or if by electronic mail, upon receipt of sent confirmation from the server.

12. GENERAL

- 12.1 **No Partnership.** Nothing in this T&C shall constitute a Party as a partner of the other. Nothing in this T&C is intended to constitute a Party as an agent of the other and except as otherwise expressly provided under this T&C, no Party shall have any power or authority to act in the name or on behalf of or to incur or accept any liability or obligation binding upon the other Party except with the prior written consent of the other Party.

- 12.2 **Further Assurance.** Each Party shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this T&C and the transactions hereunder and each Party shall use its best endeavors to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this T&C and the transactions hereunder.
- 12.3 **Time of Essence.** Time shall be of the essence of this T&C.
- 12.4 **Remedies.** No remedy conferred by any of the provisions of this T&C is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party hereto shall not constitute a waiver by such Party of the right to pursue other available remedies. No failure on the part of a Party hereto to exercise, and no delay in exercising any right under this T&C will operate as a waiver thereof, nor will any single or partial exercise of any right under this T&C preclude any other or further exercise of any right thereof or of the exercise of any other right.
- 12.5 **Release and Indulgence.** Any liability to any Party hereto may in whole or in part be released, compounded or compromised or time or indulgence given by that Party in that Party's absolute discretion as regards the other Party hereto under such liability without in any way prejudicing or affecting the first Party's rights against the second Party.
- 12.6 **Assignment.** Issuer shall not have the right to assign or transfer any of such rights, undertakings, T&Cs, duties, liabilities and/or obligations hereunder.
- 12.7 **Successors Bound.** This T&C and the documents referred to herein shall be binding on and shall enure for the benefit of the successors in title and assigns of each of the parties hereto.
- 12.8 **Entire and Continuing Effect of T&C.** This T&C and the documents referred to in this T&C collectively embody the entire T&C agreed upon by the Parties as to the subject matter of the same and supersedes any previous T&C, whether such be written or oral, with respect to the subject matter hereof. Each Party hereby acknowledges that in entering into this T&C and the documents referred to herein, it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.
- 12.9 **Amendment.** QuickKash reserves the right to supplement, vary or amend the terms of this T&C from time to time immediately upon notification to the Issuer. Changes to this T&C will be posted on the homepage of the Platform or specifically notified by QuickKash, and the "Last Updated" date at the top of this T&C will be revised. It is the responsibility of the Issuer to review this T&C upon each access or use to ensure that it is aware of any changes made by QuickKash. The continued access or use of the Platform and/or the Services by the Issuer after changes are posted constitutes its acceptance to be legally bound by this T&C or such revised T&C. In the event the Issuer does not agree to any of the changes by written notification to QuickKash of the same, QuickKash shall not be

obliged to continue providing the Issuer with any Service, and the Issuer must stop using the Platform and Services.

12.10 **Survival on Termination.** All disclaimers, indemnities and exclusions in this T&C shall survive the termination of this T&C.

12.11 **Severance.** Notwithstanding that any provision of this T&C or part thereof may prove to be illegal or unenforceable or void, the remaining provisions of this T&C shall continue to be in full force and effect.

12.12 **Law.** This T&C shall be governed by, and construed in accordance with, the laws of Malaysia and the Parties hereto submit to the exclusive jurisdiction of the courts in Malaysia in respect of any dispute or matter arising out of or connected with this T&C and/or the documents referred to herein.

SIGNED BY

You, as the Issuer/Applicant, by ticking the box confirming that you have read and understood the terms and conditions and agree to be bound by the terms of this T&C.