

TERMS AND CONDITIONS FOR USE OF PLATFORM

The following Terms and Conditions (“**T&C**”) regulate the relationship between you (a Issuer or Investor) and us and the terms on which you may use this Platform (<https://www.quickash.com>) (“**Platform**”). Please read these T&C carefully. By using our Platform, you confirm that you accept these T&C and that you agree to comply with them. If you do not agree to these T&C, you must not use our Platform.

INFORMATION ABOUT US

<https://www.quickash.com> is the Platform set up for the peer to peer financing operated by QuickKash Malaysia Sdn Bhd (Company No. 201701007737 (1221902-M)) (“**QuickKash**”) and its related companies (“**QuickKash**”, “**we**”, “**us**” or “**our**”).

QuickKash is approved to operate a Recognized Market Operator (Peer to Peer Financing Platform) in Malaysia by the Securities Commission Malaysia.

ACCESSING OUR PLATFORM

Access to this Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this Platform without notice. We will not be liable if for any reason our Platform is unavailable at any time or for any period.

From time to time, we may restrict your access to some or all of this Platform without assigning any reason.

When you register with us you will choose a username and password that is unique to your account. You must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any account if, in our opinion, you have failed to comply with any of the provisions of these terms and conditions. We have no liability as a result of any third party accessing your account.

You are responsible for making all arrangements necessary for you to have access to this Platform. You are also responsible for ensuring that all persons who access this Platform through your internet connection are aware of these terms, and that they comply with them.

THE SERVICES

Through the Platform (and other off-line medium) our principal role is to perform administrative functions on behalf of Issuers and Investors in order to bring together prospective Issuers and Investors, to provide a stream-lined process for entering into financing and to co-ordinate and facilitate the payment and collection of sums due under or in connection with such Investment Notes as set out in these Terms of Service.

We do not provide any advice or express any opinion to either prospective Investors or Issuers on the question of whether to enter into any Investment Note or make any representation or give any opinion as to the credit worthiness of an Issuer.

Investors must form their own opinion regarding the creditworthiness of an Issuer and undertake its own research, analysis and assessment of each Issuer for each Investment Note, and where appropriate, seek its own independent financial and/or legal advice. Albeit through the Platform, we make available certain information about an Issuer, with intention of helping an Investor in making a decision but we do not make any representation that such information is complete, accurate and not misleading, and we shall have no liability whatsoever for any information supplied through the

Platform about an Issuer, nor any opinion expressed or implied in relation to the creditworthiness of an Issuer (in the form of risk rating or otherwise), which proves to be inaccurate, incomplete or misleading.

Whilst the Issuer may grant Security to the Investor, we do not guarantee that the Issuer will repay the Financing and give no undertaking whatsoever to the Investor that any Security will ensure that the Issuer will repay the Financing. The risk of non-payment should be taken into account by the Investor when deciding whether or not to accept the Investment Note, and in deciding the interest rate they wish to charge for their Financing.

All of our fees are in payment for our role in supplying the Services. They are not for dealing with any analysis of the information provided by the Issuers which we carry out as part of our free Investor's due diligence and which is always undertaken on a **no-fee, no-liability basis**.

You will not hold QuickKash responsible for others' content, actions or inactions. You acknowledge and understand that although QuickKash will endeavour to the best of its ability to conduct background checks and due diligence on Issuers and/or Investors to an extent as required under the SC Guideline issued by SC, insofar as the information obtained from our background check and due diligence exercise on the Issuer, the Company have no control over and do not guarantee the quality, safety or legality of Campaigns promoted, and on the truth or accuracy of content, listings, or ability to perform the stated objective.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on this Platform are not intended to amount to advice on which reliance should be placed. We are not liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its contents. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor or member of our Platform, or by anyone who may be informed of any of its contents.

CHANGES TO THE PLATFORM

We aim to update this Platform regularly, and may change the content and terms (including T&C of the Investor, T&C of the Issuer, Privacy Notice, Disclaimer, Risk Warning, Fee Policy and this T&C for use of Platform) at any time. You should refer to the latest content and terms of this Platform prior to making any decision to either issue or invest.

If the need arises, we may suspend access to the Platform, or close it indefinitely, subject to T&C for use of Platform. Any of the material on this Platform may be out of date at any given time, and we are under no obligation to update such material.

DISCLAIMER

QuickKash does not guarantee the accuracy of any User Content or Third Party Content. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Platform and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Platform or in connection with any User Content or Third Party Content. QuickKash is not responsible for the conduct, whether online or offline, of any User of the Platform or Service. QuickKash cannot guarantee and does not promise any specific results from use of the Platform and/or the Service to obtain a financing.

The Platform and the Service may be temporarily unavailable from time to time for maintenance or other reasons. QuickKash assumes no responsibility for any error, omission, interruption, deletion,

defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. QuickKash is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Platform or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will QuickKash be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Platform or the Service, any User Content or Third Party Content posted on or through the Platform or the Service or transmitted to Users, or any interactions between Users of the Platform, whether online or offline.

QuickKash reserves the right to change any and all content contained in the Platform and any Services offered through the Platform at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by QuickKash.

OUR LIABILITY

The material displayed on this Platform is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Platform or in connection with the use, inability to use, or results or the use of this Platform, any Platforms linked to it and any materials posted on it, including, without limitation any liability for:
 - Loss of income or revenue; ○
Loss of business;
 - Loss of profits or contracts; ○
Loss of anticipated savings; ○
Loss of data;
 - Loss of goodwill;
 - Wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability which cannot be excluded or limited under the applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR PLATFORM

You agree that any and all personal information you provide to us via this Platform may be collected,

stored, processed and used in accordance with our current [Privacy Notice](#). By using this Platform, you consent to such processing and you warrant that all data provided by you is accurate and to notify us (either by the Platform or by emails) if there are any changes.

INTELLECTUAL PROPERTY RIGHTS

We own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Platform. If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights to us. You shall retain ownership of all copyright in data you upload or submit to the Platform. You grant us a world-wide exclusive, royalty-free, perpetual licence to use, copy, distribute, publish and transmit such data in any manner. We do not warrant or represent that the content of the Platform does not infringe the rights of any third party.

You agree to respect all intellectual property rights, including but not limited to copyright, trademarks, trade names (whether registered or not) contained or displayed on the Platform or which you gain access to in connection with using our services.

We do not have control over content published on the Platform which may belong to third parties and cannot guarantee the authenticity of any content which users may provide generally during the course of their use of the Platform. Therefore we do not accept liability for any content or material, of whatever nature, that is uploaded to or shared on our Platform, that is not uploaded by us, regardless of its provenance. You acknowledge that all content accessed by you using the Platform is at your own risk and you will be solely responsible for any danger or loss to any party resulting therefore.

Some material that is shared on our Platform is highly confidential and not intended for distribution. You must not use any part of the materials on our Platform for commercial purposes without prior consent and you agree not to download or print off copies of such materials for any purposes other than those for which they are intended.

If you print off, copy or download any part of our Platform in breach of these terms and conditions, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

UPLOADING MATERIAL TO OUR PLATFORM

Any material or information that you provide and which is posted to our Platform will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Platform.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse this Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (together “**Viruses**”). You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any

server, computer or database connected to this Platform. You must not attack this Platform via a denial-of-service attack.

By breaching this provision, you may commit a criminal offence under the Computer Crimes Act 1997. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use this Platform will cease immediately.

We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Platform or to your downloading of any material posted on it, or on any Platform linked to it.

LINKING TO OUR PLATFORM

You may not link to this Platform, either manually or automatically, without our prior written permission.

This Platform must not be framed on any other Platform without our prior written permission. We reserve the right to withdraw linking and framing permission without notice.

If you wish to make any use of material on this Platform other than that set out above, please address your request to enquiry@quickash.com

LINKS FROM OUR PLATFORM

Where this Platform links to other Platforms and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Platforms or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The Malaysian courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Platform although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms and conditions are governed by Malaysian law.

VARIATIONS

We reserve the right to amend and/ or revise these terms and conditions at any time by amending this page without assigning any reason thereto or highlighting to you what the changes are. You are expected to check this page from time to time to take notice of any changes we make, as the amended or updated terms and conditions will be binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our Platform.

Nonetheless, you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree at the relevant time. If there is a conflict between two versions of the terms to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

SEVERABILITY

If any provisions of these terms are deemed invalid by the Malaysian court, the invalidity of such provision shall not affect the validity and enforceability of the remaining provisions of this Terms of Platform Use, which shall remain in full force and effect.

YOUR CONCERNS

If you have any concerns about material which appears on our Platform, please contact enquiry@quickash.com

Thank you for visiting our Platform.

Last Updated in June 2017.