

INVESTOR'S TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 This document outlines the terms and conditions between Investor ("Investor" or "you") and QuicKash Malaysia Sdn Bhd ("QuicKash" or "us" or "we" or "our") which governs your participation as an Investor on this Platform provided by us.
- 1.2 It is important that you read and fully understand these terms and conditions carefully and if you do not agree to these terms, you must stop using this platform immediately.
- 1.3 The Investor's digital signatures constitute his acceptance to be bound by this Investor's Terms & Conditions.
- 1.4 You are advised you to keep a printed or electronically stored copy of this T&C for your future reference.

2. INTERPRETATION

- 2.1 In this Investor'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;

"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;

"Force Majeure Event" means any of the events set out in Clause 9;

"Hosting Period" means an initial 15 days and can be extended by another 15 days.

"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 QuicKash 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 and financing under an Investment Note;

“Material Adverse Change” means, in the absolute opinion of QuickKash, a change in the 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;

“Monthly Repayment” means monthly repayment of the principal and interest accrued to the Investors in accordance with repayment schedule specified in the Investment Note;

“Parties” mean the Investor, Issuer and QuickKash, and each of them individually shall be a **“Party”** as the case may be;

“Platform” means P2P Platform operated by QuickKash;

“Principal Guarantee” means the Investment Note which principal sum is guaranteed by a company which may be determined by QuickKash from time to time;

“Privacy Policy” means the Privacy and Data Protection Policy of QuickKash 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;

“Recovery Fee” means a fee to be imposed by QuickKash on the Investor towards recovering the outstanding Financing amount on behalf of the Investor, including reimbursement for cost and expenses incurred by QuickKash in this respect;

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

“Risk Disclosure Notice” means Investor’s Risk Disclosure Notice appends herein as **Appendix 1**;

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

“SC Guideline” means the SC Guidelines on recognized markets as may be revised and/or updated pursuant whereof P2P financing is regulated;

“Security” means such security acceptable to QuickKash to secure the obligations of the Issuer under the Investment Note, which includes personal 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;

2.2 Any reference in this Investor’s T&C to **“Clauses”** is to the clauses of this Investor’s T&C.

2.3 The headings to the Clauses are inserted for convenience only and shall not affect the interpretation of this Investor’s 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 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” and “Investor” shall include their respective successors and assigns.

3. INVESTMENT BY INVESTOR

- 3.1 For any investment made by Investor, we will not be liable to you for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by the Investor. Any investment made by the Investor shall be at the Investor’s own risk.

For avoidance of doubt, in a scenario where there is a shortfall after exhausting all legal recovery proceedings, including action against all the guarantors, and realising all supporting collateral, the resultant loss will need to be apportioned to the investors on a prorated basis based on the value of their respective investments in the relevant IN.

Provided that a retail investor’s investments on P2P Platforms in total is encouraged to a maximum amount of Ringgit Malaysia Fifty Thousand (RM50,000.00) only at any one time and for any period of time.

- 3.2 QuickKash shall have the right to authenticate the identity of the Investor and persons authorised to act on its behalf, including without limitation, requesting for evidence which includes but not limited to information and/or documents as may be necessary from the Investor or such person authorized to act on the Investor’s behalf. The Investor shall not be admitted to the Platform unless QuickKash is in its sole discretion satisfied with the relevant identification documents.
- 3.3 The Investor is also to provide a valid email address, username and password (which is necessary for the Investor to gain access to the Platform). The email address, username and password belong exclusively to the Investor and are not transferable. The Investor shall keep the email address, username and password confidential and secure at all times. The Investor shall be solely responsible for all information and activity on the Platform so long as access is by way of using the Investor’s email address or username or password. In particular, the Investor shall be responsible for the use of the Platform by its employee, sub-contractor, agent or other authorised persons. QuickKash reserves the right to terminate, suspend or restrict the access of the Investor to the Platform and to cease acting on the Investor’s instructions, if QuickKash reasonably suspects that the person logged onto the Platform using the Investor’s email address, username and password is not the Investor or an authorised person of the Investor or where QuickKash suspects that the access to the Platform account is for illegal, fraudulent or unauthorised uses. Any breach of security, loss, theft or unauthorised use of the Investor’s email address, username and password or any security information must be notified to QuickKash immediately.
- 3.4 The Investor agrees not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through the normal use of it.

3.5 The Investor agrees that QuickKash, as the owner and operator of the Platform, may collect, use and disclose such information in accordance with the purposes and uses identified in the Privacy Policy. If the Investor has provided QuickKash with an email address, the Investor hereby consents to receive, from time to time, email messages from and through QuickKash, including information about products and services of QuickKash and its Group of Companies.

4. THE PLATFORM

4.1 An Investor shall be able to invest in response to the Investment Note hosted by Issuer.

4.2 The Investment Note will include the following details:

4.2.1 the investment amount required by the Issuer;

4.2.2 the tenure of the Investment Note; and

4.2.3 the interest rate of the Investment Note.

4.3 The Platform will contain, amongst other information, the following:

4.3.1 information that explains the key characteristics of the business of the Issuer;

4.3.2 information that explains the purpose of the Financing and the targeted amount to be financed;

4.3.3 information relating to the business plan of the Issuer; and/or

4.3.4 risk-scoring of the Investment Note.

4.4 The Issuer may consider an Investment Note to be successfully completed at any time where it is at least eighty (80%) percent invested.

5. SERVICE FEES AND AUTHORITY TO ACT ON BEHALF OF INVESTORS

5.1 In consideration of the Services provided, a service fee of 1.25% - 1.50% (or at such other rate as may from time to time notified by QuickKash) may be imposed on each payment (whether of principal and/or interest) is made to the Investor. The above range is designed to allow for flexibility in determining our service fee in the future. This will be determined based on market rates and not by credit score.

5.2 QuickKash is entitled to instruct the Trustee to deduct this service fee from the proceeds of each instalment of the Financing received from the Issuer and disbursed only the net amount thereof to the Investor.

5.3 In the event that the Issuer fails to pay in full any instalment or monthly instalment or any other monies in accordance with the repayment schedule specified in the Investment Note, the Investor authorises QuickKash or any party determined by QuickKash and/or QuickKash shall have the right to:

5.3.1 impose late payment charge on a daily basis on the unpaid, overdue and/or outstanding amounts as at that date, at such rate as may from time to time prescribed by QuickKash

and undertake such action as may from time to time be deemed necessary by QuicKash including issuing reminder letters;

- 5.3.2 upon the expiry of ninety (90) days from the overdue date, treat the whole account of the Issuer as default, and impose such interest and/or any other fees as may be imposed by QuicKash on the unpaid and overdue amounts as at that date;
 - 5.3.3 report such default in payment to the third-party credit bureaus and/or appoint such persons (including but not limited to third party professional debt collectors and/or legal firms) to collect from and/or institute proceedings against the Issuer for all monies owing and unpaid by the Issuer. Any or all Recovery Fees incurred in connection with this clause shall be borne by the Issuer and accorded to QuicKash; and
 - 5.3.4 where requested by an Issuer, QuicKash may enter into a revised repayment schedule arrangement with the Issuer with revised terms and conditions as may be determined by QuicKash in its sole discretion, including seeking security or additional security to secure all monies owing.
- 5.4 The Investor shall, unless with the prior consent of QuicKash, not be at liberty to contact the Issuer for any purpose whatsoever.
 - 5.5 The Investor authorises QuicKash to take all necessary actions including but not limited to commence legal proceedings on behalf of the Investor against the Issuer to recover any amount due under the Investment Note and negotiating towards any settlement or restructuring of the outstanding Financing amount.
 - 5.6 For avoidance of doubt, the Investor hereby authorises and appoints QuicKash or any party determined by QuicKash to act or assume the rights and responsibilities of the Investor, at the absolute discretion of QuicKash, in any manner QuicKash deems fit (including agreeing with the Issuer and/or Security Party (where relevant) to any settlement or restructuring of the outstanding Investment Note amount) in connection with recovery of any outstanding and overdue monies owing by the Issuer under the Investment Note and the Issuer's T&C, including but not limited to instituting legal proceedings to recover the said monies.
 - 5.7 For principal guaranteed Investment Note, upon receiving all the monies due and owing by the Issuer, the Investor hereby agrees to assign to QuicKash or any party determined by QuicKash to assume or take over its rights and responsibilities under the Investment Note and Security Documents including any dealings or enforcement of the Security.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 The Investor represents, warrants, undertakes and agrees as follows:

6.1.1 The Investor represents that it is an investor from only either of the following categories of investors:

- (a) a sophisticated investor or an angel investor as defined in the SC Guideline;
- (b) a retail investor.

In the event the Investor is a retail investor, it hereby declares that it has not subscribed and shall not subscribe to an amount that is more than a total of Ringgit Malaysia Fifty Thousand (RM50,000.00) only on P2P Platforms at any one time and for any period of time;

6.1.2 the Investor is not and shall not be engaged in the business of money-lending or in any activity that might constitute the business of money-lending;

6.1.3 the Investor is familiar with the functions of and understands the risks in the mechanism of the Platform and in subscribing to the Investment Notes. The Investor represents that it understands the potential loss of some or all of amounts provided by the Investor in subscribing to any Investment Note on the Platform, acknowledges other risk factors and agrees that it shall not hold QuickKash liable for whatever loss or damage suffered by the Investor as a result of subscribing to all or any Investment Notes on the Platform;

6.1.4 any investment made shall be irrevocable;

6.1.5 the Investor shall not act in any manner that constitutes a breach of any term of this Investor's T&C, the Terms and Conditions to Investment Note, the Privacy Policy, and the QuickKash's Code of Conduct.

7. TAXATION

7.1 Unless otherwise specified, all the fees applicable for this Platform and/or contained in the Fee Schedule, are exclusive of all taxes customs, duties, fees or other amounts, assessed and imposed by the government authorities in Malaysia (current and/or future) and shall be fully borne by the Investor.

7.2 If QuickKash is required by any applicable law to make any withholding in respect of any taxes for the returns on the Investment Note due to the Investor under this Investor's T&C, QuickKash shall remit the applicable withholding tax to the tax authority and shall pay the net amount to the Investor. QuickKash will furnish the Investor with all official receipts evidencing payment of taxes to the appropriate taxing authority.

7.3 Investor acknowledge and agree that he is responsible to obtain his own investment and tax advice in connection with his investment in and returns on the Investment Note.

8. EARLY REPAYMENT

- 8.1 The Issuer may repay the monthly or other repayments set up in the Investment Note early and at any time.
- 8.2 In cases of early repayment, QK may consider an interest rebate to the Issuer on a case to case basis.

9. FORCE MAJEURE

- 9.1 QuicKash shall not be in breach of this Investor's T&C, nor liable for any failure or delay in the performance of any other obligations under this Investor's T&C arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:
 - 9.1.1 Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - 9.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 9.1.3 terrorist attack, civil war, civil commotions or riots;
 - 9.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 9.1.5 fire, explosion or accidental damage;
 - 9.1.6 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - 9.1.7 interruption or failure of utility service, including but not limited to electric power, gas or water;
 - 9.1.8 any labour disputes, including but not limited to strikes, industrial action or lockouts;
 - 9.1.9 any interruption to the Platform or Services outside the reasonable control of QuicKash; and/or
 - 9.1.10 acts of any government or authority.
- 9.2 In the event that any delay or non-performance as a result of a Force Majeure Event continues for a period for more than ninety (90) days, QuicKash shall have the right to terminate this Investor's T&C by giving the Issuer and Investor fourteen (14) days' notice in writing prior to such termination without affecting any rights accrued prior to such termination.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The names, images and logos (“**Marks**”) identifying QuickKash 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 Investor’s 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.
- 10.2 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 authorized by QuickKash, the Investor shall not copy, modify, publish, transmit, distribute, perform, display or sell any of QuickKash’s proprietary information. The Investor 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.
- 10.3 By submitting, posting or displaying content on or through the Platform, the Investor 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 Investor 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 Investor.
- 10.4 In the event that the Investor downloads any software, applications or script from the Platform, the software applications or script, including any files, imagines incorporated in or generated by the software, and data accompanying the software (collectively, the “**Software**”) are licensed to the Investor by QuickKash on a non-exclusive, non-transferable, and non-sublicense able basis for the sole purpose only of utilizing the Services in accordance with this Investor’s T&C, the Privacy and Data Protection Policy and the Code of Conduct Policy. For the avoidance of doubt, QuickKash does not transfer title ownership or any other rights to the Software to the Investor. The Investor shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at the Investor’s own risk.

11. DISCLAIMERS

- 11.1 The Investor acknowledges that QuicKash's role is to operate the Platform whereby parties who require financing can make an investment request to be matched by parties who are prepared to make an offer pursuant to such investment request through being hosted on the Platform. Save as set out in this Investor's T&C, QuicKash will not perform any management or administrative functions on the Investor's behalf. QuicKash does not in any manner warrant that any offer can or will be accepted, or that any or that any Issuer will perform the terms of the Investment Note in accordance with the terms thereof. QuicKash is not a party to any Investment Note.
- 11.2 The Investor understands and acknowledges that the funds placed by the Investors and the Issuer in the Investor Trust Accounts and Issuer Trust Account are monies of the Investors and the Issuer respectively, to be applied for purposes directed by the Investors and the Issuer respectively under the terms of the SC Guideline.
- 11.3 The content and material available on the Platform is for information purposes only and should 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 Investor shall not rely on any information contained in the Platform in making an investment, lending or other decision but shall obtain appropriate specific independent 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 rate of return on Investment Notes successfully issued through the Platform are for guidance purposes only and shall not be regarded as guaranteed.
- 11.4 The Investor acknowledges that the use of the Platform and Services involves risks, including without limitation, the risk of the Platform discontinuing its services and the risk that Issuers will not repay in full the Investment Note amount. QuicKash's obligation to make any payment on an Investment Note is wholly dependent upon an Issuer paying QuicKash on the corresponding Investment Note in which the Investor has invested. The risk of investing means that the Investor may lose all or most of their investment. The Investment Notes are not guaranteed or insured by any governmental agency or instrumentality or any third party. QuicKash shall not in any manner be responsible to the Investor for the conduct of the Issuer.
- 11.5 QuicKash will to the best of its ability enforce legal rights on behalf of the Investor in the event that the Issuers do not repay their Investment Notes. The Investor acknowledges the risk in subscribing for Investment Notes over the Platform, and that QuicKash does not guarantee the full repayment of all Investment Notes. The Investor acknowledges and agrees that QuicKash shall not be liable in the event any Issuer fails to fully repay its Investment Notes and QuicKash is unable to fully recover the unpaid amounts.

- 11.6 The credit scoring of each Issuer is based on information provided by the Issuer and credit information obtained from third party credit bureaus. QuickKash makes no representation or warranty as to the accuracy, reliability or validity of the data and information displayed on the Platform in relation to the Issuers and the Investment Requests, and as to whether such information is updated or error free.
- 11.7 The credit scoring for each Issuer is intended to be informative only and the Investor is to form its own opinion regarding the creditworthiness of an Issuer and undertake its own research, analysis, assessment of each Issuer for each Investment Note and, where appropriate, seek its own independent financial advice.
- 11.8 QuickKash accepts no responsibility and disclaims all liability for any information about an Issuer made available to the Investor or through the Platform or in respect of the credit scoring for each Issuer.
- 11.9 In making a decision to fund an Investment Note, the Investor must rely on its own evaluation of the Issuer, including the merits and risks involved in the Investment Note. The information contained on the Platform shall in no way be construed to constitute a recommendation, advice or an endorsement with respect to the Investment Requests or the Issuers. QuickKash is in no way making a warranty or representation as to the Issuers, the ability of Issuers to pay, and their credit risk, and QuickKash is in no way liable for the debts of Issuers. The Investor shall make Offer entirely at its own risk. The Investor retains complete control and discretion over whether or not to fund any Investment Note by any Issuer and on what terms and over all other aspects of its participation in the Platform and Investment Notes issued through it.
- 11.10 The Investor acknowledges and confirms that the Investor has carefully read and considered the risks involved in making an Offer through our Platform and that the Investor's participation in any Financing is entirely at its own risk. The Investor is deemed to have read and understood QuickKash's Risk Disclosure Notice (enclosed with this Investor's T&C) before investing.
- 11.11 QuickKash does not guarantee that there will be sufficient offers to fully fund Investment Requests and allow the funds of the Investor to be financed, or that there will be sufficient Issuers for the Investor to lend to.
- 11.12 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 to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

- 11.13 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 unauthorized 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 Investor's computer. The Investor shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer. The Investor 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.
- 11.14 The Investor 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.
- 11.15 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 Investor 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 Investor 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 Investor's own risk.
- 11.16 Where QuickKash has, on behalf of the Investor, implemented or requested for Security from an Issuer in respect of an Investment Note, the Investor acknowledges and accepts that the enforceability of such Security shall be subject to the normal legal risks and limitations associated with securities, and that QuickKash does not represent that it has ensured that any individual or legal entity providing such security has been independently advised on the impact of the provision of such security. The Investor further acknowledges that securities can be open to challenges in circumstances where the security party granting the security has been subject to undue pressure or influence or is a party to unconscionable conduct.

12. LIMITATION OF LIABILITY

- 12.1 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:
- 12.1.1 the use or performance of the Platform or Services;
 - 12.1.2 the delay or inability to use the Platform or Services;

- 12.1.3 the provision of or failure to provide the Platform or Services;
 - 12.1.4 any information, data, software, products, services and related graphics obtained through the Platform or Services;
 - 12.1.5 any reliance on any statement, opinion, representation or information on the Platform or Services;
 - 12.1.6 the inability of the Investor to fully fund any Investment Requests through the Platform;
 - 12.1.7 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 Investor's T&C by QuickKash or was caused by the gross negligence, wilful default or fraud by QuickKash.
- 12.2 In the event that QuickKash is sued for damages, the Issuer agrees that QuickKash's aggregate liability to the Issuer for any and all damages, losses and causes of action (whether in contract, tort including, without limitation, negligence, or otherwise) in relation to the Platform and the Services shall not exceed the total amount as shall be prescribed on the Platform.
- 12.3 Without prejudice to the other provisions herein, the Investor 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 Investor, 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 Investor's T&C by the Investor, the violation by the Investor of any rights of another person or entity or the breach by the Investor of any statutory requirement, duty or law.

13. NOTICES

- 13.1 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 Investor's 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, 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 or if by facsimile, upon receipt of the confirmation copy of transmission.

14. GENERAL

- 14.1 **No Partnership.** Nothing in this Investor's T&C shall constitute a Party as a partner of the other. Nothing in this Investor's T&C is intended to constitute a Party as an agent of the other and except as otherwise expressly provided under this Investor's 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.
- 14.2 **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 Investor's T&C and the transactions hereunder and each Party shall use its best endeavours 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 Investor's T&C and the transactions hereunder.
- 14.3 **Time of Essence.** Time shall be of the essence of this Investor's T&C.
- 14.4 **Remedies.** No remedy conferred by any of the provisions of this Investor's 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 Investor's T&C will operate as a waiver thereof, nor will any single or partial exercise of any right under this Investor's T&C preclude any other or further exercise of any right thereof or of the exercise of any other right.
- 14.5 **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.
- 14.6 **Assignment.** Save as provided for in this Investor's T&C, Investors shall not have the right to assign or transfer any of such rights, undertakings, Investor's T&Cs, duties, liabilities and/or obligations hereunder.
- 14.7 **Successors Bound.** This Investor's T&C shall be binding on and shall enure for the benefit of the successors in title and assigns of each of the Parties hereto.
- 14.8 **Entire Investor's T&C.** This Investor's T&C and the documents referred to in this Investor's T&C collectively constitutes the entire Investor's T&C agreed upon by the Parties as to the subject matter of the same and supersedes any previous Investor's T&C whether such be written or oral, with respect to the subject matter hereof. Each Party hereby acknowledges that in entering into this Investor's T&C it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

- 14.9 **Amendment.** QuickKash reserves the right to supplement, vary or amend the terms of this Investor's T&C from time to time immediately upon notification to the Investor. Changes to this Investor's 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 Investor's T&C will be revised. It is the responsibility of the Investor to review this Investor's 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 Investor after changes are posted constitutes its Investor's T&C to be legally bound by this Investor's T&C as updated and/or amended and for such revised Investor's T&C to apply to all current and past usage by the Investor of this Platform. In the event the Investor does not agree to any of the changes, QuickKash shall not be obliged to continue providing the Investor with any Service, and the Investor must stop using the Platform and Services.
- 14.10 **Survival on Termination.** All disclaimers, indemnities and exclusions in this Investor's T&C shall survive the termination of this Investor's T&C.
- 14.11 **Severance.** Notwithstanding that any provision of this Investor's T&C or part thereof may prove to be illegal or unenforceable or void, the remaining provisions of this Investor's T&C shall continue to be in full force and effect.
- 14.12 **Law.** This Investor's 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 Investor's T&C and/or the documents referred to herein.

SIGNED BY

You, as the Investor, 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 Investor's T&C.

Investor's Risk Disclosure Notice

This Risk Disclosure Notice forms part of the Investor's Terms & Conditions.

QuickKash does not, expressly or impliedly, directly or indirectly, guarantee or make any representation or warranty concerning the completeness, adequacy or accuracy of this risk disclosures notice. This brief statement does not disclose all of the risks and other significant aspects of the P2P Platform Financing. You should, therefore, carefully study and consider the merits and demerits and take independent professional advice before becoming involved in such Financing. You should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk, keeping in mind your financial resources.

Assessment on suitability

Before opening an account for you, QuickKash is required to make an assessment whether it is appropriate for you, and to warn you, on the basis of the information you provide to us, whether the services offered by us are appropriate for you. It is solely your decision whether or not to open an account based on the risks involved.

No Advice

QuickKash does not provide any advice related to Financing decisions that you wish to make. While QuickKash may provide factual information and information about transaction procedures, potential risks involved and how those risks may be minimised, but any decisions made to finance are entirely yours based on your own assessment of risk associated with the Financing you choose.

Fees and Charges

Our costs and charges will be provided to you or set out on our website. Please be aware of all costs and charges that apply to you or the Issuers, because such costs and charges will affect your return on the Financing.

Risk Disclosures

The Issuers that QuickKash may introduce you to, are private businesses. When considering investing in private companies, you must take into account the risks inherent in the transaction.

- From the information we supply to you or through using our website you can make financing to unlisted companies which may be start-up or newly formed entities in the SME sector looking for funding to either support their operations or start a new project or in process of launching new product. With no long successful history or track record, your financing will be at a risk of losing significant value.
- Due to nature of the investment the Investor will not be able to cancel his financing or ask for the return of his capital.

- Where you are considering lending to sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company, bear in mind the risk that the Issuer may not be able to meet its repayment obligations.
- Money which is invested to an Issuer may be unsecured. Therefore, in case of failure by the Issuer to repay debt, the Investor will rank equally with all other unsecured creditors. In the event any form of security is offered to the Investor for the financing, Investors should take sensible steps to verify the enforceability of the security and to determine for themselves whether it provides adequate security, by seeking independent legal advice.
- Financings made to sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company are not readily realisable like other investments in listed companies where a readily available secondary market exists for debt. Therefore, before making any lending decisions you should assess your future financial needs as you may not be able to find an immediate buyer for your financing in unlisted companies.
- When lending money to an Issuer, the Investor will have no control over the day to day operations of the Issuer.
- At the time of making any financing you can review the terms of the Issuer Investor's T&C, Terms and Conditions to the Investment Note and other related documents. We urge you to read these terms and conditions carefully and seek independent legal advice on their meaning and effect. We will not be liable to you for any failure by the Issuer to honour its rights attached to the Financing.
- Investors should consider whether the Issuer's application sufficiently describes the various risks and conflicts of interest relating to the applicant business, the application and Issuer's operations. QuickKash have no ability to assess whether all such risks have been accurately described or disclosed and will not have any responsibility for any failure to do so. Before making any investment or lending decisions, you should fully assess the risks involved and should query any matters where you feel inadequate risk disclosures have been made.

Warning

Prospective Investors should note that past performance should not be seen as an indication of future performance. The value of a financing and the income from it can fall as well as rise and Investors may not get back the amount originally financed. Therefore, you should only make investment which you can afford to lose without having any significant impact on your overall financial position or commitments. Taxation levels, bases and reliefs may change if the law changes and independent advice should be sought. QuickKash shall not be liable for any legal, investment or tax issues in connection with any financing you decide to make through our website or from information we have provided to you.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE PEER TO PEER FINANCING MARKET. THIS NOTICE PROVIDES YOU WITH INFORMATION ABOUT THE RISKS ASSOCIATED WITH THE INVESTMENT, BUT IT CANNOT EXPLAIN ALL OF THE RISKS NOR HOW SUCH RISKS RELATE TO YOUR PERSONAL CIRCUMSTANCES. IF YOU ARE IN DOUBT, YOU SHOULD SEEK PROFESSIONAL ADVICE BEFORE INVESTING.