

## ISSUER'S TERMS & CONDITIONS (Financing)

### 1. INTRODUCTION

- 1.1 This document outlines the terms and conditions (T&C) between Issuer ("Issuer" or "you") and QuicKash Malaysia Sdn Bhd ("QuicKash" or "us" or "we" or "our") which governs your participation as an Issuer on this P2P Platform provided by us.
- 1.2 It is important that you read and fully understand these terms carefully and if you do not agree to these T&C, you must stop using this platform immediately.
- 1.3 The Issuer's electronic acceptances, acknowledgements of this T&C, or commencement of its use of this Platform constitute the Issuer's acceptance and T&C to be bound by the T&C in this document, which shall take effect upon the Issuer registering and/or logging into the Platform.
- 1.4 Part of the purpose of this T&C are to meet the legal requirements imposed on us under the relevant legislation and under the T&C of the P2P registration approved by the SC and also to inform you of various processes in relation to the investment through the P2P Platform. We strongly advise you to keep a printed or electronically stored copy of this T&C for your future reference.

### 2. INTERPRETATION

- 2.1 In this 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;

**"Total Offer Amount"** means the sum of all the Offers by Investors in response to a particular Investment Request;

**"Applicant"** means such persons who will apply to be hosted on the Platform;

**"Issuer"** means the Applicant whose application to be so hosted on the Platform has been accepted by QuicKash;

**"Bullet Repayment"** means an Investment Note by which the Total Offer Amount and all interest accrued and due shall be payable in full on the Maturity Date;

**"Business Day"** means a day when banks in Selangor 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;

**"Daily Repayment"** means daily repayment of the Total Offer Amount and interest accrued to the Investors during such period in accordance with repayment schedule specified in the Investment Note;

**"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)
One-Time charge	0-60 days	100.00
One-Time charge	More than 60 days	200.00

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

**“Event of Default”** means any one of the events set out in Clause 11.1;

**“Financing”** means the amount of financing to be raised by the Applicant 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 11.4;

**“Investor”** means a party who has made an Offer in response to the Investment Request and accepted by the Issuer after screening by QuickKash of its eligibility ;

**“Investor’s T&C”** means the T&C entered into or to be entered into by the Investor for purposes of facilitating provision of the Financing;

**“Investment Note”** means the note issued by the Issuer in consideration of the Total Offer Amount provided by the Investor(s) upon the terms of this T&C and the Terms and Conditions to Investment Note;

**“Investment Request”** shall mean the Request by an Issuer for Investors to subscribe for an Investment Note issued by the Issuer;

**“Issuer”** means the Applicant whose application to be hosted on the Platform has been accepted by QuickKash;

**“Issuer’s T&C”** means the T&C entered into or to be entered into by the Issuer for purposes of facilitating provision of the Financing;

**“Material Adverse Change”** means, in the absolute opinion of QuickKash, an adverse change relating to the Investment Note during the Offer Period as a result of any of the following:

- (a) the discovery of a false or misleading statement in any disclosure document in relation to the Investment Note;
- (b) the discovery of a material omission of information required to be included in the documents provided by the Issuer as part of the disclosure requirement to be hosted on the Platform;
- (c) there is a material change or development in the circumstances relating to the Investment Note.

For avoidance of doubt, a Material Adverse Change also occurs when there is a change in the ability of the Issuer and/or the Security Party to perform its obligations under this T&C and/or the Security Documents as a result of an adverse change having occurred or will occur in any of the following events:

- (d) the business, or condition (financial or otherwise) or operations or properties or prospects of the Issuer and/or Security Party;
- (e) the national or international socio-political, financial, monetary and/or economic conditions or currency exchange rates or exchange control regulations;

**“Maturity Date”** means the date on which the full outstanding amount of the Investment Note will be due and payable;

**“Note Type”** means the pre-specified principal and interest repayment structure of the Note, and shall include “Monthly Instalment”, “Daily Repayment”, “Bullet Repayment” and any other Note types which may be applicable from time to time;

**“Offer”** means an offer submitted by an Investor over the Platform in response to an Investment Request,

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

**“Overdue Fees”** means Default Fee plus Penalty Fee;

**“P2P”** means peer-to-peer financing regulated by SC under the regulatory framework introduced under the SC Guideline;

**“P2P Platform”** means an electronic platform that facilitates directly or indirectly the application, issuance, execution or offering of a Financing or Financings under P2P;

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

**“Penalty Fee”** means fees payable to the Investors at 30% p.a. (calculated on daily rest basis) on arrears which will start to accrue one (1) day after the due date.

**Repayment amount x 30/100 X number of days overdue 360**  
**days**

**“Platform”** means P2P Platform operated by QuicKash known as QuicKash;

**“Principal Issue Amount”** means the principal amount raised by the Issuer pursuant to Investment Notes;

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

**“QuicKash”** means **QuicKash Malaysia Sdn Bhd (Company No. 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;

**“Repayment Date”** means such date on which repayment of the Total Offer Amount, interest and/or such other amounts payable under the Investment Note, such dates as set out in a repayment schedule specified in the Investment Note;

**“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 SC Guidelines on Recognized Markets SC-GL/6-2015 (R1-2016) dated 13 April 2016 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 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 Platform, including arranging and matching the Principal Issue Amount with the Principal Amount, arranging and facilitating the payment of the Financing to the Issuer and the repayment of the Financing together with Interest to the Investor;

**“Terms & Conditions For Use of Platform”** means the terms and conditions available on the Platform as from time to time amended, varied and supplemented by QuickKash at its absolute discretion;

**“Trust Account”** shall have the meaning ascribed to it in Clause 7.1;

**“Trustee”** means a corporation registered under the Trust Companies Act 1949 and duly appointed by QuickKash to operate the Trust Accounts.

- 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 ON THE PLATFORM**

- 3.1 In order to join as an Issuer under the Platform, you must do the followings:-
  - (a) accept the Terms & Conditions For Use of Platform;
  - (b) accepts the Issuer’s Terms & Conditions; and
  - (c) satisfactorily complete the information required by us which may need you to provide certain personal information about yourself for us to verify your eligibility.

Notwithstanding the above, the decision whether to approve you as an Issuer under the Platform is entirely ours with or without any reason to be assigned whatsoever.

3.2 The following are the criteria for an Applicant to be eligible to be hosted on the Platform to raise funds:

3.2.1 The applicant must be any of the following:

- (a) sole proprietorship;
- (b) partnership;
- (c) private limited company; or
- (d) public company that is not listed in any stock exchange

3.2.2 For the avoidance of doubt, the following Applicants are not allowed to be hosted on the Platform:

- (a) public listed companies and their subsidiaries;
- (b) commercially or financially complex structures such as investment fund companies or financial institutions;
- (c) companies with no specific business plan or companies whose business plans are to merge or acquire an unidentified entity (that is blind pool);
- (d) companies that propose to use the Financing to provide financings or make investment in other entities; or
- (e) any other type of entity specified by the SC.

Provided that QuickKash shall be entitled to amend any or all of the abovementioned criteria by a general notice to all vide the Platform or vide a notice specifically addressed to the Issuer and/or Investor.

3.2.3 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 is to furnish QuickKash with statutory documents and/or records filed with or provided to CCM to evidence that it fulfils the criteria set out in Clause 2.1;

3.4 The Applicant is also to furnish QuickKash the following information and/or document as part of the disclosure requirements under the SC Guidelines:

3.4.1 information that explains the key characteristics of the business of the Applicant;

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

3.4.3 information relating to the business plan of the Applicant;

3.4.4 information relating to the Applicant's intention to seek funding from any other P2P platforms concurrently;

3.4.5 audited financial statements of the Applicant where the Financing is more than Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only, or where the Applicant (where applicable) has been established for at least twelve (12) months prior to its application to be hosted on the Platform; and

3.4.6 certified financial statements or information by the Applicant's management where the applicant is newly established;

- 3.5 QuicKash shall have the right to authenticate the identity of the Applicant and persons authorised to act on its behalf, including without limitation, requesting for evidence, 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 QuicKash deems necessary. The Applicant shall not be admitted to the Platform unless QuicKash at its sole discretion, is satisfied with the relevant identification and supporting documents.
- 3.6 The Applicant is also required to provide a valid email address, username and password (which is necessary for the Applicant to gain access to the Platform). The email address, username and password belong exclusively to the Applicant and are not transferable. The Applicant shall keep the email address, username and password confidential and secure at all times. The Applicant shall be solely responsible for all information and activities on the Platform so long as access is by way of using the Applicant's email address or username or password. In particular, 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 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 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.
- 3.8 Upon acceptance for hosting on the Platform, the Issuer agrees that QuicKash, as the owner and operator of the Platform, may collect, use and disclose the information it collects in accordance with the purposes and uses identified in the Privacy Policy. If the Issuer has provided QuicKash with an email address, the Issuer hereby 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 and/or on submission of Investment Requests by Issuer, Issuer shall permit QuicKash, its employess 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, its members, partners, directors and other aspects of its business. QuicKash applies its own internal guidelines and policies when assessing applications for hosting on the Platform and Investment Requests, and has absolute discretion over the admission of Applicants to be hosted on the Platform and/or the successful posting of Investment Requests on the Platform.

#### 4. THE PLATFORM & THE OFFER PROCESS

- 4.1 As a member of the Platform, the Issuer shall be able to submit Investment Requests to obtain Principal Issue Amounts from Investors willing to fund the Investment Requests.
- 4.2 The Investment Request should include such details as shall be specified in the form for the Investment Requests including but not limited to:
- 4.2.1 the Investment Note;
  - 4.2.2 the aggregate Principal Issue Amounts required by the Issuer;
  - 4.2.3 the tenure of the Principal Issue Amounts; and
  - 4.2.4 the Target Rate.
- 4.3 The Issuer warrants that all information submitted to the Platform, whether in the Investment Requests or in any other forms or documents submitted, shall be true and correct and shall not have any material non-disclosure that would result in the information being submitted by the Issuer being misleading.
- 4.4 The Issuer agrees to full disclosure by QuicKash of all information collected by QuicKash from the Issuer, whether from the Platform or from other means, to the Investor and any other third parties as QuicKash 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.
- 4.5 QuicKash reserves the right to request the Issuer to furnish Security to secure the obligations of the Issuer under the Investment Note.
- 4.6 Investors shall make its Offers during the Offer Period. Conditions set out in the Investment Request may not be amended once the Investment Request is lodged on the Platform.
- 4.7 An Offer successfully submitted by an Investor in respect of an Investment Request will be available for acceptance by the Issuer where it is for an amount lower than or equal to the amount of the Investment Request, and where the maximum interest rate at which the Investor expects is lower than or equal to the Target Rate.
- 4.8 The Issuer unequivocally authorises QuicKash:
- 4.8.1 to apply an investment allocation mechanism that will, amongst others, (i) rank the Offers in accordance with the minimum interest rate offered in each Offer, for the selection and acceptance on behalf of the Issuer of the Offers with the lowest minimum interest rate; or (ii) rank, select and accept on behalf of the Issuer the earliest Offers submitted. For the avoidance of doubt, the investment allocation mechanism will be applied in accordance with the conditions herein;
  - 4.8.2 to assign a single interest rate to all selected Offers, such interest rate being not higher than the Target Rate; and
  - 4.8.3 to allocate to the selected Investor, if the aggregate amount of selected Offers exceeds the amount requested for in the Investment Request, such amount of Principal Offer Amount determined by the said allocation process.
- 4.9 The Issuer shall unconditionally accept and be bound by the results of the investment allocation mechanism described herein. The Issuer acknowledges and agrees that QuicKash retains absolute discretion over the investment allocation mechanism and may change, amend or vary such process without prior notice to the Issuer.

- 4.10 An Investment Request shall be considered as provisionally accepted and successfully matched where all the following conditions are satisfied:
- 4.10.1 the Aggregated Offers amounts to at least eighty (80%) percent (or such other percentage as may from time to time be prescribed by QuickKash) of the Investment Request; and
  - 4.10.2 the total amount of the Offers selected and successfully matched with the Offer shall not exceed the amount Requested for in the Investment Request. For avoidance of doubt, the Issuer is not entitled to or allowed to keep any amount that exceeds the amount Requested for in the Investment Request.
- 4.11 If the Issuer's Investment Request is successfully matched, the Issuer shall electronically through the Platform, complete the Investment Note with particulars of the matched Offer, thereby constituting a legally binding contract. The Issuer agrees that it shall be bound by the terms of the Investment Note executed in this manner. If the Issuer fails to execute the Investment Notes in this manner within three (3) Business Days of being notified to do so by QuickKash, the Issuer shall be deemed to have withdrawn its Investment Request.
- 4.12 The Issuer agrees that the Investment Note issued by the Issuer shall incorporate the Terms and Conditions to the Investment Notes.
- 4.13 The Issuer acknowledges that upon issuance of the Investment Notes, it shall undertake to pay to the relevant Investors named thereon the Total Offer Amount in accordance this T&C and Terms and Conditions to the Investment Note.

## 5. **CONDITIONS PRECEDENT**

- 5.1 The Financing shall become available to the Issuer when QuickKash has received all the documents and evidence listed herein, in each case in form and content satisfactory to QuickKash, and all other conditions set out herein have been fulfilled to QuickKash's satisfaction, and subject to the provisions of this T&C.
- 5.2 The Issuer's Investment Request has been successfully matched.
- 5.3 The Security Documents, if applicable, shall have been duly executed by the Security Party in form and substance acceptable to QuickKash and where applicable and have been stamped and registered with the relevant authority or presented for registration or filed at any relevant registry and are in full force and effect.
- 5.4 QuickKash shall have received the following, in form and substance acceptable to QuickKash:
- 5.4.1 where applicable, copies of the certificate of incorporation, memorandum and articles of association and latest completed Forms 24, 44 and 49 of the Investor, Issuer and/or Security Party, each certified as true and correct by a company secretary together with a partnership agreement (where the Investor, Issuer and/or Security Party is a partnership) certified as true and correct by an advocate & solicitor or commissioner for oath;
  - 5.4.2 where applicable, original or certified true copies of the resolution of the board of directors of the Issuer and/or Security Party (or an extract thereof), certified as true and correct by its company secretary, authorising, *inter alia*, the acceptance of the Offer in the case of the Issuer, the provision of the security in the case of the Security Party, the execution of all documents required to be executed in respect of the Offer, such persons to sign, execute and issue notices under this T&C and the respective documents, in accordance with their respective Memorandum and Articles of Association or the partnership agreement (where applicable);

- 5.4.3 full name and identity card numbers or passport numbers and the specimen signatures of the persons authorised in the said resolutions of the Board of Directors, where applicable, of the Issuer and/or Security Party;
- 5.4.4 certified true copy of the approvals, consents and/or authorisations from any relevant authority or party for the Issuer to borrow the Financing and for the Security Party to execute the relevant Security Documents, if required;
- 5.5 QuicKash shall have received such fees and charges relating to the Offer, this T&C and Security Document;
- 5.6 QuicKash shall have received the results of bankruptcy and insolvency searches conducted on the Investor, Issuer and/or Security Party, and a statutory declaration shall be made by two (2) directors (if applicable) of the Investor, Issuer and the Security Party respectively confirming that the Issuer and Security Party are not wound up or bankrupt as the case may be, and that the Investor, Issuer and the Security Party, if applicable, are going concerns;
- 5.7 QuicKash is satisfied that no Event of Default has occurred or is threatened;
- 5.8 QuicKash is satisfied that no extraordinary circumstances governmental action or any Material Adverse Change has occurred which in the opinion of QuicKash prejudices 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;
- 5.9 QuicKash is satisfied that none of the representations and warranties as set out in this T&C or the Security Document is incorrect or misleading;
- 5.10 This T&C, and the Security Documents have been executed and perfected to the satisfaction of QuicKash.
- 5.11 QuicKash is satisfied that the Issuer and Security Party shall have complied with all standard conditions as shall be deemed relevant by QuicKash for a Financing of this nature;
- 5.12 QuicKash is satisfied that Forms 34, if required, in respect of all charges under the Security Document have been duly lodged at CCM and a search conducted thereat at the time of lodgement revealed that there are no existing encumbrances registered against the assets, subject of the charges that would affect the interest of QuicKash under the Security Document;
- 5.13 The Issuer shall have paid all fees (including financing fees, legal fees, stamp duties, charges and other transaction costs and expenses) which are due and payable to QuicKash and its advisors in respect of the Financing;
- 5.14 The Issuer shall have furnished to QuicKash details of a valid Malaysian bank account to facilitate the payment of the Total Offer Amount and repayments of the Financing amount.

## **6. WAIVER OF CONDITIONS PRECEDENT**

- 6.1 The conditions precedent set out herein are inserted for the sole benefit of QuicKash and may be waived by QuicKash in whole or in part with or without terms or conditions PROVIDED ALWAYS THAT the discretion of QuicKash to waive or defer the fulfilment of any of the terms and conditions set out herein shall not prejudice the right of QuicKash to assert such terms and conditions in whole or in part in respect of subsequent utilisation of any of the Financing or prejudice the interests of, or diminish or impair the rights, powers of remedies of QuicKash under this Issuer T&C or the Security Document and neither shall it preclude QuicKash from insisting compliance of any waived conditions subsequently.

## 7. ARRANGEMENT FOR THE ISSUANCE OF THE INVESTMENT NOTE

- 7.1 To facilitate receipt and payment of funds raised in relation to a hosting on the Platform, QuickKash will maintain three (3) Trust Accounts, namely, Investor Trust Account, Issuer Trust Account and Repayment Trust Account, (collectively referred to as "Trust Accounts") with licensed financial institution or institutions as QuickKash shall in its discretion determine. Investors are to transfer into the Investor Trust Account, the Total Offer Amount it intends to fund before submitting their Offers.
- 7.2 For the repayment of the Total Offer Amount, the Issuer shall execute for purposes of payment, in accordance with the Terms and Conditions to the Investment Note and this T&C, standing instructions to QuickKash, of payments (including but not limited to payments of Total Offer Amounts and payments to QuickKash of fees and charges) under the Investment Note and this T&C respectively. The Issuer authorises QuickKash or any party determined by QuickKash on its behalf to:
- 7.2.1 deduct from any monies held under Issuer Trust Account operated by the Trustee on behalf of the Issuer, whether under trust or escrow, without notice to the Issuer, to pay any payments due to any Investor or QuickKash; and
- 7.2.2 instruct the Investor or any other third person proposing to make any payment to the Issuer to make such payment directly to QuickKash;

For avoidance of doubt, monies held in the Trust Accounts shall only be withdrawn or dealt with solely for payment to persons entitled thereto based on instructions from QuickKash unless instructed otherwise by SC or some other relevant authorities as provided under written law.

- 7.3 In the event that the Issuer fails to pay in full any instalment on the due date of repayment of the Total Offer Amount or any other monies in accordance with the repayment schedule specified in the Investment Note, or fails to fully pay up the Total Offer Amount and/or any other monies due upon the Maturity Date, the Issuer authorises QuickKash or any party determined by QuickKash and/or QuickKash shall have the right to, at the cost and expense of the Issuer:
- 7.3.1 make payment of all monies owing by the Issuer under the Investment Note (applicable only to Investment Note with principal guaranteed element) and this T&C to the Investor;
- 7.3.2 treat the whole account of the Issuer as delinquent, and impose overdue and/or administrative charge as set out in the Platform on the unpaid and overdue amounts (or such other amounts as QuickKash may prescribe from time to time) as at that date;
- 7.3.3 impose Overdue Fees on the unpaid, overdue and/or outstanding amounts as at that date, as follows:-
- (i) Default Fee: This fee is payable to QuickKash 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; and
- (ii) Penalty Fee: This fee is payable to the Investors at 30% p.a. (calculated on daily rest basis) on arrears. Penalty Fee will start to accrue 1 day after the due date.
- 7.3.4 report such default in payment to the third party credit bureaus;

- 7.3.5 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.; and
- 7.3.6 undertake such action as may from time to time be deemed necessary by QuicKash.
- 7.4 The monthly or other scheduled repayments payable by you to each investor can be viewed in the Issuer’s account under Financing Management section of the platform. You may repay an entire financing early at any time at no extra cost by giving QuicKash fourteen (14) Business Days prior written notice provided you pay the Total Offer Amount outstanding together with the interest due until the next scheduled repayment date. Please take note that no rebates will be given for early settlement of the financing.
- 7.5 QuicKash may, at any time, in its absolute discretion, at the cost and expense of the Issuer, restructure the terms for repayment any monies owing under the Investment Note in any manner it deems fit, including seeking security or additional security to secure all monies owing.
- 7.6 The Issuer shall not, unless with the prior consent of QuicKash, be at liberty to contact the Investor for any purpose whatsoever.
- 7.7 QuicKash is entitled to instruct the Trustee to set-off and deduct from any sums held in the Investor Trust Account or Issuer Trust Account any sums due to the Investor or Issuer respectively, or to QuicKash, without prior notice to the Investor or Issuer, as the case may be. For avoidance of doubt, the obligation of QuicKash under this T&C and any other T&C to pay any sums due to the Investor or Issuer shall, at all times, be subject to such prior right of set off and deduction.
- 8. SECURITY**
- 8.1 QuicKash shall be entitled to obtain Security from the Issuer to secure the obligations of the Issuer under this T&C and/or the Investment Note.
- 8.2 In any enforcement of the Security, QuicKash shall be entitled to be repaid and indemnified out of the proceeds of any recovery under the Security and the Issuer agrees to indemnify QuicKash and its Agents (as security holder on behalf of all Investors), the Investors or any receiver and/or receiver and/or manager appointed by QuicKash (as the case may be) against all costs and expenses incurred by any of them in connection with the enforcement or preservation of rights under any Security on a full and unlimited indemnity basis, together with default interest at such amount from the date that the relevant cost was incurred until full payment or discharge of such costs.
- 8.3 The Issuer agrees that any Security held by QuicKash in respect of an Investment Note shall generally operate to secure all monies due from the Issuer to all Investors on the Platform from time to time.
- 9. PROCESSING AND PLATFORM FEES**
- 9.1 Each Investment Request is subject to payment by the Issuer to QuicKash an upfront non-refundable processing fee of such amount as shall be set out in the Platform or at such other rate as may be notified by QuicKash, generally through the Platform or specifically to the Issuer. Such processing fee is to be paid prior to QuicKash commencing work to review the Investment Request.

- 9.2 In consideration of the Services provided, the Issuer shall also pay to QuicKash a platform fee at a rate of such amount as shall be set out in the Platform (or at such other rate as from time to time notified by QuicKash in the Platform). Such platform fees are non-refundable and to be paid upfront upon the completion of each Investment Request. An Investment Request is completed when it is sufficiently funded and the Investment Notes are accepted by the Issuer.
- 9.3 QuicKash shall be authorised to deduct, from all Total Offer Amount and other sums received by QuicKash on behalf of the Issuer, any fee (including processing and platform fee) and other amounts due to QuicKash.

## 10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

### 10.1 The Issuer further represents and warrants that:

10.1.1 The Issuer is eligible to be registered on the Platform, being any of one of the following:

- (a) a sole proprietor; or
- (b) a partnership; or
- (c) private limited company; or
- (d) public company that is not listed in any stock exchange.

10.1.2 The Issuer is duly incorporated under the laws of Malaysia, duly registered with CCM, and has full power and authority to conduct its business as currently conducted;

10.1.3 All information and documents provided by the Issuer and/or submitted to QuicKash represent the true state of affairs of the Issuer or are true, accurate and complete and is not false or misleading or contain any material omission;

10.1.4 If the Issuer is, or at any time becomes aware of circumstances, claims or potential claims which could or might result in a material adverse change in the Issuer's financial condition, business or assets or occurrence of any event constituting an Event of Default or potential Event of Default, Issuer agrees with QuicKash that it will promptly provide to QuicKash full written details of such circumstances, claims, potential claims and/or occurrences.

The Issuer or through its authorized representative has the power, legal capacity and authority to enter into and perform its obligations under this T&C and the Investment Note, and that this T&C and the Investment Note, when executed, constitute valid and legally binding obligations enforceable against the Issuer in accordance with the terms herein and in the Investment Note;

10.1.5 all actions, conditions and things required to be taken, fulfilled and done (including obtaining of any necessary consents), in order (i) to enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under this T&C and the Investment Note and (ii) to ensure that these obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;

- 10.1.6 the execution and delivery of, and the performance by it of its obligations under this T&C and the Investment Note do not:
- (a) infringe, or constitute a default under, any instrument, contract, document or T&C to which it is a party or by which it or its assets are bound; and
  - (b) result in a breach of any law, rule, regulation, ordinance, order, judgement or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council) to which it is a party or by which it or its assets are bound, whether in Malaysia or elsewhere;
- 10.1.7 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Issuer's knowledge, threatened against it, any of its shareholders or directors or any of its assets, which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or conditions, or its ability to perform its obligations under this T&C and the Investment Note; and
- 10.1.8 For avoidance of any doubt, the Issuer is not a public-listed company nor is it a subsidiary of a public-listed company, and neither is it a commercially or financially complex structure, that is, an investment fund or a financial institution.
- 10.1.9 The Issuer shall not pass any resolution for the winding-up of the Issuer, nor cause a petition for winding-up to be presented against it, or the appointment of a receiver or receiver and manager of the its undertakings or assets.
- 10.2 The Issuer further warrants, undertakes and agrees as follows:
- 10.2.1 each of its Investment Request will be considered successfully matched and the Total Offer Amount will be disbursed to it only when all the conditions herein are satisfied;
  - 10.2.2 the Issuer shall, when submitting an Investment Request, complete such form as shall be prescribed by QuickKash through the Platform;
  - 10.2.3 any Investment Request made shall be irrevocable but the acceptance of such Investment Request to be hosted on the Platform shall not constitute any legal obligation on the part of QuickKash to process or fulfil the Investment Request and such Investment Request may be withdrawn or terminated by QuickKash in its absolute discretion at any time;
  - 10.2.4 the Issuer shall repay all Total Offer Amount in accordance with the terms of the Investment Note and this T&C, such repayment to be made by payment into the Repayment Trust Account or in such other manner as may be notified by QuickKash to the Issuer;
  - 10.2.5 the Issuer shall not cause or act in any manner that constitutes a breach of any term of this T&C, the Terms and Conditions to the Investment Note, the Privacy Policy, the Code of Conduct, and any Security Documents.
  - 10.2.6 for avoidance of doubt, the Issuer shall not be entitled to any portion of the Total Offer Amount that exceeds the Principal Issue Amount.

## 11. EVENT OF DEFAULT AND FORCE MAJEURE

- 11.1 QuicKash reserves the right to restrict, suspend or terminate the Services, at any time, without incurring liability of any kind to the Issuer, if any of the following events occur:
- 11.1.1 the Issuer fails to make any payment to QuicKash when due, whether due under this T&C, the Terms and Conditions to the Investment Note or for hosting on the Platform or Services;
  - 11.1.2 any representation or warranty made by the Issuer under this T&C, the Terms and Conditions to the Investment Note or through the Platform or Services or that of the Security Party under the Security Document is incomplete, untrue, incorrect or misleading in any material respect;
  - 11.1.3 there is a breach by the Issuer or the Security Party, as the case may be, of the terms of this T&C or Terms and Conditions to the Investment Note or the Privacy Policy or the Code of Conduct or a breach is reasonably suspected by QuicKash to occur to any term of this T&C or Terms and Conditions to the Investment Note, any Security Documents, the Privacy Policy or the Code of Conduct;
  - 11.1.4 the Issuer or Security Party or any of its directors or shareholders as the case may be, is charged in any court of law with any civil or criminal offence or is reasonably suspected by QuicKash of having committed any civil or criminal offence which could or might result in a material adverse change in the Issuer's financial condition, business or assets or affect its liability to perform its obligations herein;
  - 11.1.5 Any action or proceeding is taken for:
    - (a) the suspension of payment or a moratorium of any obligation of the Issuer or Security Party to pay or repay money, present or future, actual or contingent;
    - (b) winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Issuer or Security Party; or
    - (c) the appointment of a liquidator, receiver, administrator in respect of the Issuer or Security Party or any part of the undertaking or assets of the Issuer or Security Party;
  - 11.1.6 there is a change in directors of the Issuer or Security Party or a divestment of any or all of the shareholding or any shareholder of the Issuer or Security Party, without the prior written consent of QuicKash being obtained;
  - 11.1.7 the Issuer or Security Party commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness;
  - 11.1.8 the Issuer or Security Party ceases, or threatens to cease, to carry on all or a substantial part of its business;
  - 11.1.9 litigation, arbitration or administrative proceedings are initiated, pending or, to the Issuer's knowledge, threatened against the Issuer or Security Party or any of their directors or shareholders or any of their assets, as the case may be, which, if adversely determined, might reasonably be expected to have a material adverse effect on the business, assets or conditions, or its respective ability to perform its obligations under this T&C or the Investment Note or the Security Document;

- 11.1.10 the Financing is not used for the purposes stated or is used for illegal purposes;
  - 11.1.11 the Issuer uses the Platform in a manner detrimental to QuickKash or to disrupt use of the Platform by other users;
  - 11.1.12 the Issuer sells or disposes of the whole or substantial part of its undertaking, property or assets or ceases to carry on its business or a substantial part of its business as conducted by it when it entered into this T&C;
  - 11.1.13 the Issuer (or if any person who has provided a guarantee and indemnity for the Financing) dies, becomes of unsound mind, bankrupt or makes a voluntary arrangement with a party whom they owe money to;
  - 11.1.14 any indebtedness of the Issuer or (if applicable) any of the subsidiaries or associate companies or parent company of the Issuer is not discharged at maturity or when called or the Issuer or (if applicable) any of the subsidiaries or associate companies or parent company of the Issuer goes into default under, or commits a breach of, any instrument or T&C relating to any such indebtedness, guarantee or other obligation or when the security of such indebtedness becomes enforceable; or
  - 11.1.15 any event or a series of events whether related or not has or have occurred which in QuickKash's opinion (which opinion shall be final and binding on the Issuer) could or might affect or prejudice the ability or willingness of the Issuer to comply with all or any of its respective obligations hereunder.
- 11.2 Upon the occurrence of any of the events set out in Clause 11.1, QuickKash shall be, in its sole discretion, at any time, entitled to bring forward the date for payment of the Total Offer Amount in its entirety or the amount that is outstanding as at the date of the said event to such date as QuickKash may specify, including requirement of immediate payment of the entire or outstanding balance of the Total Offer Amount.
- 11.3 Provided that there is no Investment Note currently in force between the Issuer and an Investor and provided that there are no outstanding processing and platform fees or other payments owing to QuickKash or any Investor, the Issuer may terminate this T&C.
- 11.4 QuickKash shall not be in breach of this T&C, nor liable for any failure or delay in the performance of any of its obligations under this T&C arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:
- (a) Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
  - (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
  - (c) terrorist attack, civil war, civil commotions or riots;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) fire, explosion or accidental damage;
  - (f) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
  - (g) interruption or failure of utility service, including but not limited to electric power, gas or water;

- (h) any labour disputes, including but not limited to strikes, industrial action or lockouts;
- (i) any interruption to the Platform or Services outside the reasonable control of QuickKash; and/or
- (j) acts of any government or authority.

11.5 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, QuickKash shall have the right to terminate this T&C by giving the Issuer fourteen (14) days' notice in writing prior to such termination without affecting any rights accrued prior to such termination.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

### 13. **DISCLAIMERS**

- 13.1 The Issuer acknowledges that QuicKash's role is to operate the Platform whereby parties who require financing can be matched with parties who are prepared to provide the financing through being hosted on the Platform, facilitate payments and collection of sums due under or in connection with Investment Notes. Save as set out in this T&C and the Investor T&C, QuicKash will not perform any management or administrative functions on the Issuer's behalf. QuicKash is not a party to any Investment Note. QuicKash 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. QuicKash is not a party to any Investment Note.
- 13.2 The Issuer understands and acknowledges that the funds placed by the Investors and the Issuer in the Investor Trust Account 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.
- 13.3 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.
- 13.4 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. QuicKash shall not in any manner be responsible to the Issuer for the conduct of the Investor and shall not be liable if the Investor takes any action (including but not limited to harassment of the Issuer or its director or shareholders) or proceeding against the Issuer.
- 13.5 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 QuicKash to procure funding for the Issuer or constitute a warranty by QuicKash that such funding will be available.
- 13.6 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). QuicKash 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.

- 13.7 Without limiting the foregoing, QuicKash 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 QuicKash) shall 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 QuicKash liable for the loss of any of the content in its computer that is due to any circumstances beyond the control of QuicKash.
- 13.8 The Issuer agrees that QuicKash has no responsibility or liability for the deletion or failure to store any content maintained or posted by or through the Platform.
- 13.9 The Platform contains links to other websites that are not maintained by QuicKash. Similarly, other websites may contain links to the Platform. QuicKash has no control over such sites and resources, and the Issuer acknowledges and agrees that QuicKash 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 QuicKash's endorsement of the linked website or association with their operators. QuicKash 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.

#### 14. **LIMITATION OF LIABILITY**

- 14.1 QuicKash 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:
- 14.1.1 the use or performance of the Platform or Services;
  - 14.1.2 the delay or inability to use the Platform or Services;
  - 14.1.3 the provision of or failure to provide the Platform or Services;
  - 14.1.4 any information, data, software, products, services and related graphics obtained through the Platform or Services;
  - 14.1.5 any reliance on any statement, opinion, representation or information on the Platform or Services;
  - 14.1.6 the inability of the Issuer to have its Investment Requests fully funded by Investors through the Platform;
  - 14.1.7 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 QuicKash or was caused by the negligence, wilful default or fraud by QuicKash.

14.2 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.

14.3 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.

## 15. **NOTICES**

15.1 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, 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.

## 16. **GENERAL**

16.1 **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.

16.2 **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 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 T&C and the transactions hereunder.

16.3 **Time of Essence.** Time shall be of the essence of this T&C.

- 16.4 **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.
- 16.5 **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.
- 16.6 **Assignment.** Issuer shall not have the right to assign or transfer any of such rights, undertakings, T&Cs, duties, liabilities and/or obligations hereunder.
- 16.7 **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.
- 16.8 **Entire T&C.** This T&C, Terms and Conditions to the Investment Note and the documents referred to herein collectively constitutes 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 Terms and Conditions to the Investment Note 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.
- 16.9 **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.
- 16.10 **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 are 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 T&C to be legally bound by this T&C as updated and/or amended and for such revised T&C to apply to all current and past usage by the Issuer of this Platform. In the event that the Issuer does not agree to any of the changes, QuickKash not obliged to continue providing the Issuer with any Service, and the Issuer must stop using the Platform and Services.
- 16.11 **Survival on Termination.** All disclaimers, indemnities and exclusions in this T&C shall survive the termination of this T&C by any reason.
- 16.12 **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.

16.13 **Inconsistency.** In the event of inconsistency between the Issuer T&C and the Terms and Conditions to the Investment Note, the Issuer T&C shall prevail to the extent of such inconsistency.

16.14 **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 Malaysian Courts 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, 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.