

Valyou Mobile Wallet Subscriber Agreement.

IMPORTANT

Please read very carefully the terms and conditions herein and only use your Valyou Mobile Wallet if you are agreeable to the terms and conditions herein. By using the Valyou Mobile Wallet, you shall be deemed to have accepted the terms and conditions in this document and shall be bound by them.

GENERAL

In consideration of Merchantrade Asia Sdn. Bhd. [(Registration No. 199601038238 (410591-T)] (hereinafter “Merchantrade”) agreeing to make available the Valyou Mobile Wallet to any Subscriber, the Subscriber hereby agrees to be bound by the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires the following words and expressions shall have the following assigned meanings: -

“Agreement” or “these Terms”	means this Valyou Mobile Wallet Subscriber Agreement including any addendum(s) that may be added by Merchantrade from time to time.
“Available Balance “	means the funds available in the Valyou Mobile Wallet of the Subscriber.
“Applicable Law(s)”	means the laws, regulations, policies, guidelines, rules, and requirements (whether or not having the force of law) in the relevant jurisdiction governing Merchantrade and/or the Subscriber (as may be applicable), including but without limitation the Financial Services Act 2013, Money Services Business Act 2011, Malaysian Anti-Corruption Commission Act 2009, Unclaimed Money Act 1965 (revised 2002), Personal Data Protection Act 2010 which shall include any revision, variation or amendment to such laws, regulations, policies, guidelines, rules, and requirements including any directives issued from time to time and such other requirements that Merchantrade stipulates from time to time.
“Authorized Channels”	refers to the physical retail locations approved by Merchantrade that is designated for a Subscriber to visit, to conduct any of the specific Transactions outlined in this Agreement.
“Business Day” or “Business Days”	means any day (excluding Saturdays, Sundays and Public Holidays) on which banks are open for business in Kuala Lumpur, Malaysia.
“Customer Service Help Desk”	means Merchantrade’s Customer Service Help Desk which can be contacted by telephone at +6 03 8313 8606 or +6 03 8318 8606 or by email at custops@mtradeasia.com
“Cash-In”	means the deposit of funds into the Valyou Mobile Wallet through the use of any of the Top-Up Channel(s).
“Cash-Out”	means the withdrawal of funds from the Valyou Mobile Wallet.
“Fees and Charges”	means the prevailing fees and charges that may be imposed by Merchantrade upon the Subscriber which is stated in the FAQ

	on the Website that is applicable to Transactions carried out by the Subscriber in use of the Valyou Mobile Wallet.
“FAQ”	means Frequently Asked Questions, which is a section on the Website that compiles common queries raised about the Valyou Mobile Wallet and their respective answers. It is a resource designated to provide information without limitation about the use and functionalities of the Valyou Mobile Wallet, applicable Fees and Charges, Transactional Limit(s), wallet account management, security and customer support.
“Mobile Device”	means the mobile phone or such other communication device which is used to access the applicable Mobile Application to use the Valyou Mobile Wallet.
“Merchantrade”, “us”, “we” and “our”	means Merchantrade Asia Sdn Bhd [(199601038238 (410591-T)].
“Mobile Application”	means the software application downloaded and installed by the Subscriber into a Mobile Device in order to obtain access to and use the Valyou Mobile Wallet.
“OTP”	means one-time personal identification number (PIN), which is a six-digit code generated to enable the Subscriber to complete a Transaction. The OTP that is generated is valid for one session or Transaction.
“Personal Data”	shall have the same meaning prescribed in the Personal Data Protection Act 2010.
“Passcode”	means your six (6) digit mobile personal identification number (PIN) that must be used by the Subscriber in order to log into and access the Valyou Mobile Wallet.
“Services”	means the feature and functionalities accessible through the Valyou Mobile Wallet that enable the Subscriber to perform the various Transactions as specified in this Agreement and those that Merchantrade may offer from time to time.
“Subscriber”, “you”, “your” and “yours”	refers to a registered individual who has been authorized by Merchantrade to use the Valyou Mobile Wallet in accordance to these Terms of this Agreement.
“Suspense Account”	means a separate account in which any balance in excess of the Wallet Limit will be transferred and stored.
“Transaction” or “Transactions”	refers to the type of transactions that may be carried out by the Subscriber through or in connection with the Valyou Mobile Wallet which shall include without limitation: i. Retail Payment; ii. Cash-In; iii. Cash-Out; iv. Payment of bills to participating retailers; v. International remittance; vi. Purchase of prepaid mobile reloads; vii. Person-to-Person; and any other transactions that Merchantrade may introduce from time to time.
“Top-Up”	means the amount of an initial reload and/ or further or subsequent reload(s) that is deposited by the Subscriber into the Valyou Mobile Wallet.

“Top-Up Channel(s)”	means the available channels for the initial reload and/or subsequent reload identified by Merchantrade from time to time. The available channels are not fixed and may be changed or replaced by Merchantrade. The latest list of available Top-Up Channel(s) can be found in the FAQ on the Website.
“Transaction Limit(s)”	means the limits that are prescribed by Merchantrade for the various Transactions that can be carried out using the Valyou Mobile Wallet that can be found in the FAQ on the Website.
“Valyou Mobile Wallet” or “Account”	means the mobile wallet of the Subscriber provided by Merchantrade in the form of a digitally based platform accessible through a Mobile Application to access the Services and that allows the Subscriber to perform Transactions.
“Wallet Limit”	means the maximum amount of Ringgit Malaysia Five Thousand (RM5000) that can be stored in the Valyou Mobile Wallet or such other subsequent variation thereto as determined by Merchantrade with the approval of the Central Bank of Malaysia (Bank Negara Malaysia).
Website	www.mtradeasia.com/main/valyou/

1.2 Unless the context otherwise requires:-

- (i) Words denoting one gender include all other genders and words denoting the singular shall include the plural and vice versa;
- (ii) If an expiry date or period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day;
- (iii) The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2. APPLICATION

- 2.1 To apply to become a Subscriber of the Valyou Mobile Wallet, the applicant is required to visit any of our Authorized Channels in person and submit their original identification documentation for verification. The applicant’s identity and supporting identification documentation will undergo verification through our KYC process to ensure compliance with all Applicable Law(s). We will notify the applicant of the status of their application upon successful completion of the KYC verification.
- 2.2 We reserve all rights to refuse, reject and/or decline your application at our sole and absolute discretion if we detect that any applicant has had a bad account in the past in relation to any of the other services that we may have been provided to you that resulted in any unusual, irregular, suspicious, fraudulent and/or unauthorized activities or suspected misuse, including if applicant and/or any of the accounts previously held by the applicant with us has been blocked, cancelled or terminated by us.
- 2.3 We may refuse, decline and/or reject any application if the applicant has been blacklisted by us, Bank Negara Malaysia or any other regulatory authority. Notwithstanding the foregoing, we shall have the sole and absolute discretion to refuse, decline and/or reject any application without assigning any reasons whatsoever.

3. SUBSCRIBER WARRANTY AND REPRESENTATION.

3.1 When you subscribe for the Valyou Mobile Wallet, you warrant and represent that:

- (i) you are 18 years of age or above, that you are a Malaysian citizen; or permanent resident of Malaysia; or a foreigner possessing a valid passport or relevant identification documentation, the sufficiency of which is in accordance with Applicable Laws(s) and/or shall be subject to our approval;
- (ii) all personal information provided by you is true, correct and complete; and
- (iii) you consent to the use of your personal information within and beyond Malaysia for the creation of a Subscriber profile including any process of updating your personal information between Merchantrade, its associates, related corporations affiliates, licensees, assignees, proposed assignees, agents, vendors, service providers, merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over Merchantrade) and any other parties engaged by Merchantrade to enable Merchantrade to provide the Services to you;

4. USE OF THE VALYOU MOBILE WALLET

- 4.1 Upon being approved as a Subscriber, you may utilize the Services available on the Valyou Mobile Wallet to carry out any Transactions.
- 4.2 Each time you carry out a Transaction (as applicable) you authorize Merchantrade to make the necessary deductions of your funds from your Valyou Mobile Wallet including any applicable Fees and Charges. You acknowledge and agree that the use of your Valyou Mobile Wallet is subject to the Wallet Limit. You must not perform a Cash-In which will result in your Valyou Mobile Wallet exceeding the Wallet Limit.
- 4.3 You are under an obligation to check, verify and ensure that you have sufficient balance or funds before using or proceeding to make a transaction through your Valyou Mobile Wallet. You must always ensure that there are sufficient funds in your Valyou Mobile Wallet to carry out each Transaction and to cover the total amount transacted, including Fees and Charges applicable for the said Transaction.
- 4.4 You acknowledge and agree that you are only permitted to use the Valyou Mobile Wallet in accordance to these Terms. You are advised to review these Terms governing the use of your Valyou Mobile Wallet on the Website and periodically review our FAQ for the latest updates and information in relation to use of the Valyou Mobile Wallet.

5. ALERTS OR MESSAGES ON YOUR MOBILE DEVICE

- 5.1 You will receive alerts or Short Messaging Services (“SMS”) when you subscribe to or use the Services. The alerts shall include but are not limited to notification that your personal information is being validated or processed, notification of successful Account creation, transaction alerts and suspicious or irregular transaction alerts.
- 5.2 The alerts or SMS that you receive is subject to the agreement that you have with your mobile service provider. You are to ensure that your Valyou Mobile Wallet is not blocked or terminated and that your Mobile Device can receive text messaging both in Malaysia

and overseas. The security and safekeeping of your Mobile Device, including OTP and/or Passcode shall at all times be your responsibility.

- 5.3 We shall not be liable for any alerts or SMS that is viewed or accessed by any third party and we further disclaim any and/or all liability for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, including but not limited to instances arising from:
- i) any non-delivery, delayed delivery, or misdirected delivery of an alert;
 - ii) any non-receipt of an alert;
 - iii) inaccurate or incomplete content in any alert;
 - iv) reliance on or use of the information provided in an alert for any purpose; or
 - v) unlawful or unauthorized access of your Mobile Device by any third party, that acquires any information in connection to you or your Valyou Mobile Wallet that may be contained in the said alerts.

6. WALLET SIZE AND TRANSACTIONAL LIMIT

- 6.1 You acknowledge that your Valyou Mobile Wallet size and Transactional Limit(s) are subject to such limits as specified in the FAQ on posted on the Website.

7. VARIATION & NOTIFICATION

- 7.1 We may at any time vary, revise, change, withdraw, substitute, remove or amend ("Changes") any of these Terms. Any such Changes shall be effective twenty-one (21) days (unless a shorter notice period is required under the Applicable Law(s)) after the revised terms have been posted on the Website.
- 7.2 The revised or new terms will apply to the use of the Services twenty-one (21) days (unless a shorter notice period is required under the Applicable Law(s)) from the date of such posting on the Website, and shall bind and include, without limitation, all Transactions or future transactions made using the Services. In addition to the notice posted on the Website we may also issue a notice via email or any other modes of communication to notify you of any Changes. Notwithstanding the foregoing, advance notice in relation to any Changes may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Services. The continued use of the Services after the effective date and/or notification of any such Changes to these Terms shall be deemed to constitute your acceptance of such variation, revision or change.
- 7.3 If you do not accept the Changes to these Terms, we will not be able to continue to provide you with the Services.

8. SUBSCRIBER'S RESPONSIBILITY

- 8.1 You shall be responsible for the use of the Services. You undertake to :-
- (a) provide us with accurate and complete information and inform us immediately of any changes in any particulars of your personal information. We shall not be responsible whatsoever for any inaccuracy of your personal information furnished to us by you. You must contact us or if required to do so, visit any of our

Authorized Channels in person to inform and/or update us as soon as possible of any changes in your personal information;

- (b) be responsible for the security of your Passcode and/or OTP and keep it confidential at all times. You shall take all steps to prevent the disclosure of your Passcode and/or OTP to any person;
- (c) ensure that you use the Services for your own personal use only;
- (d) ensure the compatibility of your Mobile Device with our system. In the event that changes and upgrades are introduced, you shall be responsible to ensure that your Mobile Device is compatible with our system and you shall have no claim whatsoever against us for any disruption of service as a result of any incompatibility, incapability to upgrade or any interruption in respect to the continued use of the Services as a result of any system upgrade;
- (e) comply with all notices or instructions given by us from time to time in relation to the use of the Services;
- (f) be responsible for all equipment and software necessary to use the Services and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Services;
- (g) be responsible for all usage of and charges imposed for the use Services including but not limited to the obligation to pay of all the Fees and Charges and any other related charges (as applicable) due to us pursuant to this Agreement;
- (h) be fully responsible for any data transmitted or broadcasted by you;
- (i) comply with all Applicable Law(s);
- (j) take all reasonable steps to prevent fraudulent, improper or illegal use of the Services;
- (k) cease to utilize the Services or any part thereof for such period as may be required by the us or as notified to you;
- (l) report to us immediately upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the use of your Valyou Mobile Wallet. You agree to lodge a police report whenever instructed by us and furnish at our request a certified copy of such report. In the event, you fail, neglect and/or omit to notify us of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the Valyou Mobile Wallet you agree to remain liable to pay us for all Fees and Charges for any Transaction carried out;
- (m) indemnify and shall keep us indemnified at all times against any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidentiality or privilege or breach of any law or regulation whatsoever arising from the content transmitted, received or stored by us and for all other claims arising out of any act or omission as a result of any unauthorized use or exploitation of the Services or any part thereof;

- (n) agree, consent, permit and have no objection to the use of your personal information or any other data required to be used as evidence in court and/or when necessary, in the event of a suspected and or proven misuse of the Services;
- (o) keep your Mobile Device secure at all times and shall not leave your Mobile Device unattended, permit anyone to access your Mobile Device or Mobile Application that is used to access your Valyou Mobile Wallet;
- (p) be solely responsible and liable for any use and misuse of your Mobile Device, Valyou Mobile Wallet, Passcode, OTP and for all activities that occur in relation to your use of the Valyou Mobile Wallet;
- (q) immediately notify us of any unauthorized usage of the Passcode or OTP, or if you know or suspect that the Passcode or OTP has been lost or stolen, has become known to any other person, or has been otherwise compromised;
- (r) comply with the provisions of this Agreement;
- (s) take all reasonable steps to prevent fraudulent, improper or illegal use of the Services or any part thereof;
- (t) cease to utilize the Services and/or or any part thereof for such period as notified by us;
- (u) ensure that any instructions given to us is clear, comprehensible accurate and complete; and
- (v) be responsible for all or any losses and claims (including the amount of any transaction) if you have acted in negligence or fraudulently when carrying out any Transaction. For the purposes of this clause, negligence shall be deemed to include failure to observe any of your security obligation referred to in this Agreement.

8.2 You shall not:

- (a) use the Services in contravention or in violation of the any of the provisions of this Agreement or any Applicable Law(s) or cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
- (b) perform a Cash-In or reload in excess of the maximum Wallet Limit;
- (c) use the Services for any unlawful purposes or other criminal purposes whatsoever;
- (d) use the Services for any purpose which is against public interest, public order or national harmony;
- (e) use, permit or cause to be used the Services improperly or for any activities that infringe any third-party rights, or in a way interfere, restrict or inhibit any other Subscriber from using the Services; or

- (f) use the Services to transmit or post any content that contains any harmful, damaging or destructive content;
- (g) use the Services in breach of any intellectual property right (including copyright);
- (h) circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any host or network operator (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are viewing Merchante's legitimate web pages (referred to as "page-jacking"), or use the Services for any other unlawful or objectionable conduct;
- (i) use the Services to advertise or offer to sell any goods or services for any commercial purpose;
- (j) make excessive traffic demands, deliver or forward chain letters, "junk mail" or "spam" of any kind, surveys, contests, pyramid schemes or otherwise engage in any other behaviour intended to inhibit other users from using and enjoying the Services or any other website, or which is otherwise likely to damage or destroy our reputation or the reputation of any third party;
- (k) use or display tradename, trademark, logo or copy the layout and design of any page or form contained on a page, without our express written consent;
- (l) attempt to probe, scan, or test the vulnerability of any the system or network or breach any security or authentication measures;
- (m) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of the service providers or any other third party appointed by us to protect our ability to provide the Services or Mobile Application;
- (n) attempt to download the application for the use of the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers and data mining tools) other than the software approved by us or approved by third party web browsers;
- (o) use any of our trademark, logo URL or product name without our express written consent;
- (p) use the Services for any commercial purpose or the benefit of any third party or in any manner that is not permitted under this Agreement;
- (q) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (r) collect or store any personally information of any other Subscriber without their express permission.

9. THE SERVICES

- 9.1 We reserve the right to suspend, vary, modify, change or substitute the Services or any part thereof, at any time with or without prior notice at our sole discretion.
- 9.2 Unless otherwise notified by you, you agree that we may send you notifications relating to any promotional and marketing activities related to the Services from time to time.
- 9.3 We may use your personal information or any other data procured from you in connection with the use of the Services that is required pursuant to any order of the Court or as requested by any regulatory authority.
- 9.4 We may run campaigns/contest or promotions in relation to the Services as may be notified to you from time to time.
- 9.5 We can monitor or record of your calls, emails, text messages or other communications permitted under law, for quality improvement and training purposes, and/or to prevent unauthorized use of the Valyou Mobile Wallet, for the detection and prevention of crime and to ensure the uninterrupted provision of Services to you.

10. PERSONAL INFORMATION

- 10.1 By using the Services, you are deemed to have consented to the use of your personal information to facilitate the use of the Services and any Transactions carried out through the Valyou Mobile Wallet, as stipulated in our Privacy Notice posted on the Website.
- 10.2 You irrevocably authorize and consent to the disclosure of your personal information by Merchantrade to any of our associates, related corporations and affiliates, our licensee, our assignees, proposed assignees, agents, vendors, service providers, merchants, strategic partners, commercial partners, third party contractors and any other party engaged by us to enable or assist us in the provision of the Services or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion, deem fit and necessary, within and beyond Malaysia, as stipulated in our Privacy Notice posted on the Website.
- 10.3 You warrant and represent that all personal information provided by you is true, accurate and complete. Merchantrade shall not be liable for the consequences arising out of erroneous, incomplete or incorrect information supplied by you.
- 10.4 The provisions of Clause 10 herein shall survive the termination of this Agreement or the Valyou Mobile Wallet.
- 10.5 You agree that Merchantrade shall not be liable for any use or disclosure of your personal information and you undertake to hold Merchantrade harmless and keep Merchantrade fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such use and disclosure of information by Merchantrade or any error, inaccuracy or misstatement of such personal information whether caused by Merchantrade or any other third party's omission or due to system or technical default or failure or otherwise.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All marks used in respect to the provision of Services are the trademarks of the Merchantrade. You acknowledge and agree that the Services and/ or any part thereof, whether provided to you by us, or any approved third party on our behalf are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.
- 11.2 You are only allowed to use the Services as set out in this Agreement. Nothing in this Agreement or the provision of Services by us or use of the Services by you shall be construed as conferring any license or transfer of any intellectual property rights of Merchantrade to you.

12. FEES & CHARGES

- 12.1 The Fees and Charges that is applicable for Transactions offered under the Services is displayed in the FAQ on the Website.
- 12.2 You agree to pay all applicable Fee and Charges imposed by Merchantrade for Transactions carried out by you when using the Valyou Mobile Wallet.

13. DISCLAIMER

- 13.1 This Services is provided on an “as is” and “as available” basis. We disclaim all liability and make no express or implied representation or warranties of any kind in relation to the Services including without limitation to:
- (a) availability, accessibility, timeliness and uninterrupted use of the Services; and
 - (b) sequence, accuracy, completeness or the security of any data, information provided to you as part of the Services.
- 13.2 We will use reasonable endeavours to ensure that the Services is secure and cannot be accessed by any unauthorized third parties. We shall not be liable or responsible to you and / or to any other third party(s) for any costs, loss or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your usage of the Services.
- 13.3 Any dispute, error and mistake in transactions must be resolved between you and the transacting party. Notwithstanding anything to the contrary contained herein, our total liability arising from this Agreement shall not in any event exceed the sum of Malaysian Ringgit Two Hundred Fifty (RM250).

14. REFUND POLICY

- 14.1 We reserve our rights under Applicable Law(s) to issue a refund if your Valyou Mobile Wallet was wrongly charged or due to a disputed transaction raised by you in the use of your Valyou Mobile Wallet. Refunds issued (if any) shall be evaluated on a case-to-case basis before being granted. Such evaluation is not bound or restricted by any specific condition.
- 14.2 In the event a termination of your Valyou Mobile Wallet is carried out by us, the Available Balance will be refunded (less any applicable Fees and Charges) not later than thirty (30) Business Days from the date of effective termination by us.

- 14.3 We shall not be responsible to settle any dispute that you may have with any retailer for any payment using the Valyou Mobile Wallet. You shall be responsible for contacting the respective retailer for a refund of payments made to such retailer(s). We shall not be liable for any disputes that you may have with the retailer and you hereby agree to pay us all Fees and Charges applicable and the retailer for the full value of the transaction, notwithstanding any dispute.
- 14.4 You agree and acknowledge that the termination of your Valyou Mobile Wallet requires the utilization of the entire Available Balance. Upon the depletion of your entire Available Balance, you may visit any of our Authorized Channels to make the request to terminate your Account with us. We shall process your request upon verifying that there is no longer any Available Balance before we proceed to close your account.

15. TOP-UP IN EXCESS OF WALLET LIMIT

- 15.1. When you perform a Top-Up using JomPay, there is a significant likelihood that such a Top-Up may exceed your Wallet Limit.
- 15.2 If you perform a Top-Up through JomPAY, exceeding your Wallet Limit, your Valyou Mobile Wallet will not reflect the amount that you attempted to reload even though your Account has been debited by JomPay.
- 15.3 When a Top-Up using JomPay causes your Available Balance to exceed the Wallet Limit, the excess amount will be transferred and held in a Suspense Account (such transfer of the excess amount will be notified to the Subscriber).
- 15.4 In order for us to credit the said excess amount back into your Valyou Mobile Wallet, you are required to Cash-Out or utilize the Available Balance to the extent that permits us to credit the said excess amount back into your Valyou Mobile Wallet.
- 15.5 When you initiate a drawdown or perform a Cash-Out, provided always that your Available Balance is below the prescribed Wallet Limit, an amount equivalent to the excess amount in the Suspense Account or such lower amount, will be debited from the Suspense Account and credited into your Valyou Mobile Wallet, but subject always to the new Available Balance in your Valyou Mobile Wallet not exceeding the prescribed Wallet Limit.
- 15.6 You agree that we shall not be liable for any delay in crediting your Valyou Mobile Wallet, you further agree and acknowledge that we shall not be liable in any manner whatsoever for your inability to access or utilize the said excess amount during the period of time it is held in the Suspense Account, including the duration of time required to credit the said excess amount back into your Valyou Mobile Wallet.

16. DISCREPANCIES, ERRORS & RESOLUTION

- 16.1 You are responsible for all Transactions carried out through your Valyou Mobile Wallet.
- 16.2 If you discover any error or discrepancy in respect to your Available Balance in your Valyou Mobile Wallet (notwithstanding if such error or discrepancy is related to a Transaction that was carried out by you or not) , you must contact us within seven (7) days from the date of such discovery, failing which, you shall be deemed to have accepted the accuracy of the Available Balance in your Valyou Mobile Wallet.

- 16.3 You hereby agree and consent to the use any of your personal information and the particulars of the Transactions carried out by you for the purpose of investigating any claim or dispute arising out of or in connection with the Transactions under the Services. Such consent shall survive the termination of this Agreement.

17. FRAUDULENT USE OR LOST / STOLEN MOBILE DEVICE

- 17.1 You shall be responsible for the safety and security of your Mobile Device. You shall take all necessary precaution to ensure that your Mobile Device is not tampered with. You must immediately notify us and lodge a report with the police for any loss, fraud or theft of your Mobile Device including any illegal or unauthorized use of your Valyou Mobile Wallet.
- 17.2 If you fail to lodge a report as required in Clause 17.1 you will be liable for all Fees and Charges incurred including the value of all transactions carried out through your Mobile Device incurred in relation to any Transactions was carried out using your Mobile Device.

18. BLOCKING, SUSPENSION, CANCELLATION AND/OR TERMINATION OF SERVICES DUE TO DEFAULT, SUSPICIOUS, FRAUDULENT, IRREGULAR OR UNAUTHORIZED ACTIVITY

- 18.1 We may suspend, block, revoke and/or or terminate the provision of Services offered to you with or without prior notice to you, for any one or more of the following events:
- i) if you contravene or breach any of these Terms set out in this Agreement;
 - ii) if you have furnished false information, data or documents to us;
 - iii) if in our absolute opinion, your Valyou Mobile Wallet has been operated unsatisfactorily, used for fraudulent purposes and / or if we have noticed irregular, suspicious or unauthorized activity in the use of the Valyou Mobile Wallet; and
 - iv) if you use your Valyou Mobile Wallet for purposes which we deem as not acceptable.

19. CUSTOMER SERVICE

- 19.1 You may communicate with us through the Customer Service Help Desk to seek for assistance or request for support in relation to any of the following matters:
- i) general inquiries;
 - ii) making a complaint;
 - iii) Valyou Mobile Wallet Passcode reset;
 - iv) Valyou Mobile Wallet activation / deactivation;
 - v) cancellation of transaction;
 - vi) amendment of transaction.
- 19.2 When you make an inquiry or request for assistance in relation to any matter ascribed in Clause 19.1 (i)-(vi), we may contact you through email, voice call or video call to make the required verification that we deem necessary before proceeding to process your request or reply to your inquiry.

- 19.3 When you make a request for cancellation or amendment in relation to any international remittance transaction carried out by you, we will reject any such a request made if the funds have already been remitted to any of our remittance partners.

20. COMMUNICATION AND SERVICE OF DOCUMENTS

- 20.1 General communications and notices to you shall be displayed on the Website and/or sent through your Mobile Application and it shall be your responsibility to regularly check the Website and for alerts from us for such notices that is sent to your Mobile Device.
- 20.2 Specific notices and communication to you shall be sent to your last known address by personal delivery, facsimile transmission, email, ordinary post and/or by SMS or in any manner as Merchantrade deems fit.
- 20.3 Communication, notices and/or any other information (as applicable) that we intend to convey to you whether displayed on the Website and/or through your Mobile Application shall be considered received by you on the date of posting on the Website or the time when it appears in your Mobile Application. Communication and notices sent by facsimile or electronic mail or SMS shall be considered to have been sent and received by you on the same day. Communication and notices sent by ordinary post shall be considered to be delivered three (3) calendar days after the date of posting if sent to an address within Malaysia and considered delivered five (5) calendar days after the date of posting if sent outside of Malaysia.
- 20.4 You hereby agrees that the service of any notices or any other legal process in respect of any claim arising from or connected with this Agreement may be affected on you by sending a copy of the same by prepaid ordinary post to your last known address and such postings shall be deemed good and sufficient service thereof on you whether or not the same shall be returned undelivered. Any failure by you to notify us of any change of your address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice the rights and entitlement of Merchantrade under this Agreement.

21.COSTS AND EXPENSES

- 21.1 You shall be fully liable to pay to Merchantrade all costs (including legal costs on a solicitor and client basis), charges and expenses which Merchantrade may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the monies owing by you.

22. WAIVER

- 22.1 Merchantrade's acceptance of any terms or payments, or any delay or failure by Merchantrade to exercise of its rights and/or remedies under this Agreement does not represent a waiver of any of its rights and does not prevent Merchantrade from enforcing any of its rights under this Agreement. Any single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Merchantrade shall be considered to have waived its rights only if Merchantrade specifically notify the you of such a waiver in writing.
- 22.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

23.FEATURES AND BENEFITS

23.1 Merchantrade may review, revise, add or remove any of the features and benefits listed on the Website from time to time.

24.FORCE MAJUERE

24.1 Merchantrade shall not be responsible or liable for any loss or damage sustained by you for failing or delaying to perform in whole or in part any part of its obligations under this Agreement, attributable directly or indirectly to service failures, delays or disruptions as a result of circumstances, including without limitation, unavailability, malfunction and failure of computer system, data and telecommunication, or electricity failures, acts of God, riots, civil commotions, insurrections, wars, strikes, terrorism, material shortages, natural calamities, pandemic, civil unrest, regulatory and government action or other industrial action or trade disputes and any other causes beyond Merchantrade's or its agents' or service providers' reasonable control or any fraud or forgery. Merchantrade's obligations, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performances so caused, and such delay or failure shall not be a breach of this Agreement.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be governed and construed under the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

26.CONFLICT BETWEEN ENGLISH VERSION AND OTHERS

26.1 In the event of any inconsistencies between this Agreement and its translation in any other language, the English language version of this Agreement shall supersede and prevail over any other language.

27. SEVERABILITY

27.1 The invalidity or unenforceability of any of the provisions herein shall not nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable. The invalidity or unenforceability of such terms or provisions of this Agreement shall not affect the validity or enforceability of other terms or provisions herein contained which shall remain in full force.

28. SUCCESSORS BOUND

28.1 The provisions contained herein shall be binding upon your heirs and personal representatives and Merchantrade's successors-in-title and assigns.

29. ASSIGNMENT

29.1 You are not permitted to assign your rights and obligations under this Agreement to any third party.

29.2 Merchantrade reserves the right at any time without your consent to assign the whole or any part of Merchantrade's rights and obligations under this Agreement with or without notice to you.

30. INDEMNITY

30.1 You hereby undertake to hold Merchantrade harmless and fully indemnify Merchantrade from and against all losses (including consequential or otherwise), damages, actions, proceedings, claims, demands, costs, expenses and liabilities whatsoever from all parties, directly or indirectly arising out from such use or misuse of the Services, the Valyou Mobile Wallet, the Website, Mobile Application or a breach by you of any of the provisions herein or in contravention of Merchantrade's rights hereunder or any claims being brought against Merchantrade.

31. TIME OF THE ESSENCE

31.1 Time wherever mentioned in this Agreement shall be of the essence.

32. PRESERVATION OF RIGHTS AND ENTITLEMENT

32.1 Notwithstanding anything in this Agreement, Merchantrade's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, termination, revocation or suspension of the Valyou Mobile Wallet.

33. COMMUNICATION

33.1 For further information and further inquiries in respect to the Services, you may email us at custops@mtradeasia.com or write to us at the address as stated below: -

Merchantrade Asia Sdn Bhd

Suite 1632, Level 16, Lobby 7, Block A, Damansara Intan,

No. 1, Jalan SS20/27, 47400 Petaling Jaya, Selangor.

Tel: +603 8313 8606 / +603 83138 8606

33.2 In the event of any dissatisfaction by you in connection with the Services offered by Merchantrade, you may contact Bank Negara Malaysia through BNMLINK and BNMTELELINK. The contact details for BNMLINK and BNMTELELINK can be found on the Bank Negara Malaysia website.

33.3 Merchantrade is a member of the Financial Ombudsman Scheme approved by Bank Negara Malaysia. The Financial Ombudsman Scheme is operated by the Ombudsman for Financial Services (OFS) which is an independent dispute resolution forum to resolve disputes and claims. OFS services is provided free of charge to eligible complainants who may be dissatisfied with Merchantrade's resolution. Information on eligible disputes covered by the Financial Ombudsman Scheme, procedures and timelines for bringing a dispute to the OFS is available on the OFS website at www.ofs.org.my

34. TERMS AND CONDITIONS APPLICABLE TO THE USE OF THE WEBSITE

34.1 In additions to these Terms, when you use our Website, the terms and conditions governing the use of our Website as stated in our Privacy Notice shall apply in addition to and not in substitution to any of these Terms.

35. TERMS AND CONDITIONS APPLICABLE FOR USE OF THE MOBILE APPLICATION

35.1 The Subscriber acknowledges that his/her opening, downloading and use where applicable of the Mobile Application shall be on a non-exclusive and non-transferable basis and is subject always to the following additional conditions: -

- i) The Subscriber shall not use the Mobile Application for any other purpose than to access his/her Valyou Mobile Wallet;
- ii) The Subscriber shall not download or install the Mobile Application into a Mobile Device which the Subscriber does not own or has no exclusive control;
- iii) The Subscriber shall not permit or any person to access the Mobile Application or leave the Mobile Device unattended in such a manner as to enable a person to access the Mobile Application;
- iv) The Subscriber shall not reproduce, modify or reverse engineer the Mobile Application or permit another person to do so;
- v) The Mobile Application is made available to the Subscriber on a “as is” basis and to the extent as permitted under Applicable Law(s), no warranty is made in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description and all warranties which may be implied by law or custom are hereby excluded. In addition, the Subscriber agrees that we cannot ensure that the Mobile Application will be compatible or may be used in conjunction with any electronic device or Mobile Device, and the Subscriber agrees that unless inconsistent with other expressed provisions herein, the Subscriber shall not hold us liable for any such incompatibility or for any loss or damage to any electronic device or Mobile Device which may be caused by the Mobile Application installed;
- vi) The Subscriber acknowledges that the Mobile Application can be downloaded from authorized Apple App Store, Google Play or other application stores that is approved by us;
- vii) Updates to the Mobile Application may be issued by us from time to time via the Apple App Store, Google Play or other application stores. Depending on the update you may not be able to use the Mobile Application until you have downloaded the latest version of the Mobile Application and accepted any new terms;
- viii) The Subscriber shall not open, install or use the Mobile Application on any jail-broken or rooted devices. Unauthorized modifications to any Mobile Devices’ operating systems (“jail-breaking or rooting”) bypasses security features and can cause numerous issues to the hacked devices. For the avoidance of doubt, we shall not be liable for any losses that is suffered or for any costs that the Subscriber might incur due to damage or corrupted or failure of any Mobile Device, other devices, hardware or software that the Subscriber uses in connection with the Mobile Application.

36. UNCLAIMED MONEYS ACT 1965

- 36.1 The use of the Valyou Mobile Wallet is subject to the provisions of the Unclaimed Moneys Act 1965.