

CASH-IN & CASH-OUT AGENT SERVICE TERMS AND CONDITIONS

Last Updated: **[04/06/2020]**

1. GENERAL

- 1.1 The terms and conditions set out herein ("**Terms**") are an integral part of the Cash-In & Cash-Out Agent Service Agreement ("**Agreement**") entered into between Instapay and the Agent ("**you**") and govern the use of the Service, including the Agent Account and Instapay Cash Agent App, and by which you as an Agent is and will be bound. These Terms have the same force and effect as if expressly set out in the body of the Agreement. The provision, operation and use of the Service is further governed by the Applicable Laws.
- 1.2 By applying to be an Agent or otherwise accessing and/or using the Service, you acknowledge that you have read and fully understood these Terms prior to using the Service, and hereby agree to unconditionally accept these Terms, as may be amended by Instapay from time to time. Any person authorised by you to use your Agent Account shall also be bound by the Agreement and these Terms. If you do not accept these Terms, please do not use or continue to use the Service.
- 1.3 Subject to the limitations by Applicable Laws, Instapay reserves the right at its sole and absolute discretion, from time to time, to vary, add to, delete or otherwise amend these Terms or any part thereof. In the event of any changes to these Terms, Instapay will either notify you 21 days prior to changes via e-mail to your email address registered with Instapay and update the "Last Updated" date at the top of this page as the effective date of change. However, any changes will not apply retrospectively. Your continued use of the Service after the effective date of any variation, addition, deletion or amendments to these Terms shall constitute your unconditional acceptance of such variation, addition, deletion or amendments.
- 1.4 The use of certain features of the Instapay Cash Agent App and/or Service may be subject to additional terms, rules, policies or codes of conduct as determined by Instapay from time to time, and you will be required to comply with the same in using them. All such additional terms, rules, policies or codes of conduct are hereby incorporated by reference into these Terms.
- 1.5 Instapay may, at its sole and absolute discretion, provide you with new services from time to time, and these new services will be governed by these Terms and the terms and conditions of the relevant new services.
- 1.6 If the Agreement and/or the Terms are available in any other language, the English version shall govern in the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other language version of the Agreement and/or the Terms.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In the Agreement and these Terms, the following words and expressions have the following meanings unless inconsistent with the context or stated otherwise:

"**Activation**" means the point in time when an Agent Account is activated for use;

"**AML/CFT Legislation**" means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 of Malaysia;

"**Applicable Laws**" mean and include all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications,

guidelines, policies, directions, determinations, directives, writs, decrees, injunctions, judgments, awards or orders of any government authority, statutory authority, tribunal, board, court, and if applicable, international treaties and regulations, as amended from time to time and including but not limited to (a) Financial Merchant Application Act 2013, (b) Money Merchant Application Business Act 2011, (c) Financial Services Act 2013, (d) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, (e) Unclaimed Money Act 1965, and (f) the rules, regulations or directives of Bank Negara Malaysia;

"Authentication" or **"Authenticated"** means a confirmation sent by an Agent to Instapay authorising a particular transaction undertaken or transacted by that Agent, in accordance with such prescribed method determined by Instapay from time to time;

"Authorised Users" has the meaning ascribed to it in Clause 4.4 below;

"Available Balance" means the amount of fund which is standing in credit in an Agent Account;

"Business Day" means any day when commercial banks are open for the conduct of business in Malaysia except for Saturdays, Sundays and days which have been gazetted or declared by the government or state government as public holidays in Malaysia;

"Contract Term" means the Initial Term or Renewal Term specified in Schedule 1 of the Agreement;

"Customer Service" means Instapay's customer service agent which can be contacted at +60 3 2786 5301/ 1300 13 5678 or connect@instapaytech.com;

"Cash-In Service" refers to Agent crediting electronic money into Instapay E-Wallet account of Instapay User in exchange for cash from such Instapay User;

"Cash-Out Service" refers to Agent receiving electronic money from Instapay E-Wallet account of Instapay User and paying cash to such Instapay User in lieu of electronic money;

"Intellectual Property Rights" means all intellectual property rights (whether registered or not), including but not limited to copyright (including copyright in computer software), patents, logos, trademarks or business names, design rights, database rights, know-how, trade secrets and rights of confidence;

"Instapay" means INSTAPAY TECHNOLOGIES SDN BHD (Company No.: 1233660-A), a company incorporated in Malaysia;

"Instapay App" means the software application downloaded onto and run on Mobile Device, for the use of Instapay Users through which Instapay Users may, amongst other functionalities, access to Cash-In Service and Cash-Out Service;

"Instapay E-Wallet" means electronic wallet service provided by Instapay;

"Instapay Users" means users of Instapay E-Wallet and Instapay App;

"KYC" means Know Your Customer process as determined by Instapay from time to time;

“Instapay Cash Agent App” means the software application downloaded onto and run on Mobile Device, for the use of Agents for the provision of Cash-In Service and Cash-Out Service to Instapay Users;

“Agents” or **“you”** or **“your”** means such person(s) registered with Instapay to use the Service and authorized to provide Cash-In Service and Cash-Out Service, and reference to a **“Agent”** means any of them.

“Agent Account” means an account created on the Platform System by or for an Agent in order to provide Cash-In Service and Cash-Out Service;

“Mobile Device” means a portable and wireless computing or telecommunication device together with accessories including but not limited to smartphone and handheld tablet;

“Parties” means collectively Instapay and you, and reference to a **“Party”** means any of them;

“Personal Data” means information that relates directly or indirectly to an Agent, who is identified or identifiable from that information, including but not limited to name, address, telephone number and other personally identifiable information, collected by Instapay for the provision of the Service;

“Platform System” means technological system underlying Instapay Cash Agent App or Instapay App used by Instapay to provide the Service;

“Privacy Policy” means the privacy policy provided by Instapay as published on Instapay Cash Agent App, Instapay App, Site or otherwise presented to you, which sets out how Personal Data will be collected, used and shared;

“Service” means the provisions of the Instapay Cash Agent App and Agent Account by Instapay, including all associated services provided to Agents in connection with the Cash-In Service and Cash-Out Service using the Instapay Cash Agent App and/or Agent Account;

“Site” means Instapay’s website at <https://www.instapaytech.com>;

2.2 In the Agreement and these Terms, unless the context otherwise requires:

- (a) references to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any subordinate legislation made under such provision so far as such modification or re-enactment applies or is capable of applying to any transactions entered into pursuant to these Terms and Conditions and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) where such provisions or regulations have directly or indirectly replaced;
- (b) references to Clauses are to the clauses of these Terms, and references to Schedules are to the schedules to the Agreement;
- (c) clause headings are for convenience only and shall not affect the interpretation of the Agreement or these Terms;

- (d) unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and *vice versa*; and words denoting any gender shall include all genders;
- (e) references to a “**person**” (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality).

3. APPLICATION AS AGENT AND REGISTRATION OF AGENT ACCOUNT

3.1 The Instapay Cash Agent App enables Agents to, amongst other functionalities as may be made available from time to time:

- (a) accept cash from Instapay Users and load electronic monies to their Instapay E-Wallet accounts at Agents’ designated outlets using Instapay Cash Agent App. The payments by Instapay Users, in the form of cash accepted by Agents will be transferred to the respective Instapay Users’ E-Wallet accounts in the form of electronic monies; and
- (b) accept electronic monies from Instapay Users and in exchange pay them cash at Agents’ designated outlets using Instapay Cash Agent App. The payments by Instapay Users, in the form of electronic monies, accepted by Agents will be stored in the respective Agent Accounts.

3.2 In order to use the Service, you are required to apply with Instapay to be an Agent and register for an Agent Account in accordance with Instapay’s application process and procedures. If you choose to make such application or registration, you agree and consent to providing and maintaining true, accurate, current and complete information or document about you as and when required by Instapay for the purposes of verifying your identity, background and business activities, and providing you the Service. You hereby authorise Instapay to collect, store, retain, process and use Personal Data provided by you to Instapay in accordance with the Privacy Policy, and consent to Instapay conducting KYC or screening your identity and background against third party databases (e.g. CTOS) or other lawful sources. You may choose to decline to provide any information or document as Instapay may request or withdraw your consent to any authorisation, but this may result in Instapay being unable to process or approve your application or registration or to provide you the Service.

3.3 If there is any change in the Applicable Laws or change in the ownership or control of your organisation after you have been registered as an Agent, Instapay shall be entitled to request for additional information or document from you which Instapay may deem necessary in order to conduct KYC to the satisfaction of Instapay and in compliance with Applicable Laws.

3.4 Instapay reserves all rights to refuse, reject and/or decline any application to be an Agent or registration for an Agent Account at its sole and absolute discretion without assigning any reason whatsoever, and Instapay’s decision shall be final, conclusive and cannot be disputed.

4. USE OF INSTAPAY CASH AGENT APP AND AGENT ACCOUNT

- 4.1 Upon approval of your application to be an Agent and successful registration of your Agent Account, you will be required to download Instapay Cash Agent App onto Mobile Device(s) controlled by you. You are solely responsible for your own hardware, internet connection or telecommunication charges incurred for using the Service.
- 4.2 You may only use the Service upon Activation and strictly in accordance with the terms and conditions of the Agreement.
- 4.3 The Instapay Cash Agent App and your Agent Account may only be used on or via Mobile Device(s) controlled by you and strictly for your own business use only as a registered Agent. Any instruction, confirmation and/or communication sent from Mobile Device(s) controlled by you via your Agent Account shall be deemed to have been sent and/or issued by you irrespective of whether such instruction, confirmation and/or communication was actually sent by you or a third party, whether authorised or otherwise, in which case Instapay shall deem that your Agent Account has been accessed legitimately and the transactions performed thereunder shall be valid. You shall be personally liable and responsible for the use of your Agent Account including but not limited to all transactions undertaken and/or transacted using your Agent Account once the said transaction has been Authenticated irrespective of whether the transactions were undertaken and/or transacted by you unless it can be established that such transactions were erroneously transacted due to an error on the part of Instapay. The record of all transactions Authenticated through the prescribed method shall be binding and conclusive evidence of your transactions undertaken and/or transacted using your Agent Account.
- 4.4 You are solely responsible for designating any individuals who have the right or authority to access your Agent Account or Mobile Device(s) controlled by you ("**Authorised Users**"). Whilst you may permit such Authorised Users to access and use your Agent Account (e.g. to perform transactions, update profile, etc) or Mobile Device(s), you as a registered Agent shall remain fully liable under the Agreement for all acts and omissions of such Authorised Users, whether or not such Authorised Users have acted in accordance with your instructions. You are solely responsible for maintaining the confidentiality of your password, login information and other information relating to your Agent Account, and any and all activities that occur under your Agent Account. You shall be fully responsible to:
 - (a) effect and maintain adequate security measures to safeguard the access and use of your Agent Account or Mobile Device(s) controlled by you against unauthorised access and use;
 - (b) maintain a full and accurate records of your Authorised Users and the location(s) of your business outlet(s) where you use the Service to accept or make payments from/ to Instapay Users, and produce such records to Instapay on request from time to time;
 - (c) notify Instapay immediately of any known or suspected unauthorised use of your Agent Account or breach of its security and use your best efforts to stop such breach.
- 4.5 Instapay reserves the right at any time to terminate or suspend access to the Service if Instapay believes in good faith that such termination or suspension is necessary to preserve the security, integrity or accessibility of the Platform System and the Service.

- 4.6 Your Agent Account is not transferable nor assignable to any third party and shall be exclusively used by you. Your Agent Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever.
- 4.7 During the term of the Agreement and subject to the terms herein, Instapay grants to you a limited, revocable, non-exclusive, non-transferable right of access and use of the Instapay Cash Agent App solely in compliance with the terms of the Agreement. You shall not permit the use of the Instapay Cash Agent App and/or Service by any third party without the prior written approval of Instapay. All rights not expressly granted to you pursuant to the Agreement are reserved by Instapay, and all uses of the Instapay Cash Agent App and the Service not expressly permitted hereunder are prohibited.

5. ACCOUNT BALANCE AND TRANSACTIONS

- 5.1 You may view your transaction history via the Instapay Cash Agent App or as made available by the Instapay Cash Agent App from time to time. You should regularly review your transaction history to ensure that there has not been any unauthorised use of the Service performed via your Agent Account. A hardcopy of the transaction history is available upon request with Instapay subject to payment of any applicable fee chargeable for such request. All entries in the transaction history are deemed true and accurate unless you inform Instapay of any error, exception, dispute or unauthorised transaction within thirty (30) days from the date of the transaction. If Instapay does not receive any written notification from you concerning any error in the transaction history within the stipulated time frame, the transaction history shall be deemed true, complete and accurate, and you shall then be deemed to have accepted the entries in the transaction history made up to the date of the last entry in the transaction history as final and conclusive.
- 5.2 By registering for an Agent Account, you authorise Instapay to rely and act upon all communications and instructions given by you in relation to the use of the Service. An instruction will only be accepted by Instapay if you have satisfied the prescribed security criteria as determined by Instapay from time to time. In giving instruction to Instapay or through the Service, you ensure that any and all instructions are accurate and complete, failing which Instapay shall not be liable for any losses or damages in relation thereto.
- 5.3 Notwithstanding anything contained in the Agreement, Instapay may reject any of your instructions relating to the use of the Service or any transaction undertaken via your Agent Account, if:-
- (a) the instruction or transaction is in breach of any of provisions of the Agreement; or
 - (b) Instapay suspects the instruction may be fraudulently issued or determines that the use of the Service or the transaction poses a risk to the Platform System.
- 5.4 You shall not be entitled to receive any interest or other profits in anyway whatsoever in relation to the Service.

6. AGENT'S RESPONSIBILITIES AND RESTRICTIONS

- 6.1 In using the Service, you shall:
- (a) download and install the official Instapay Cash Agent App from the Google Playstore and/or Apple iOS store only and not from any other sources, failing

which you shall be sole responsible for any losses or damages in relation thereto, including but not limited to any financial and/or information loss;

- (b) be responsible for all hardware or software necessary to use the Service (including ensuring compatibility of your Mobile Device with the Platform System and any changes or upgrades thereof). If you download and install the Instapay Cash Agent App onto any illegally modified devices such as jailbroken device, rooted device or any device that has been altered in any way whatsoever, you shall be sole responsible for any losses or damages in relation thereto, including but not limited to any financial and/or information loss;
- (c) keep your information related to your Agent Account, including Personal Data, password and login information, confidential at all times and shall take all steps to prevent disclosure of such information and unauthorised access or use of your Agent Account. You shall be solely responsible and liable for any use and misuse of your Agent Account and all activities that occur under your Agent Account;
- (d) ensure that all information and data provided to Instapay including Personal Data are true, accurate, updated and complete at all times, and promptly update such information and data if there are any changes to the same. Instapay shall not be responsible and liable whatsoever and howsoever to you due to any inaccurate or incomplete information and data provided to Instapay;
- (e) comply with all notices or instructions given by Instapay from time to time in relation to the use of the Service;
- (f) be responsible and liable for all payment of any fees, charges, taxes and duties for using the Service in a timely manner;
- (g) be fully responsible for any and all data transmitted or broadcasted from your Mobile Device whether by you or any other person;
- (h) use the Service in compliance with Applicable Laws and for legitimate purposes, and comply with the provisions of the Agreement;
- (i) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- (j) exercise all due care and diligence in the use and maintenance of your Agent Account and Service;
- (k) cease to utilise the Service or any part thereof for such period as may be required by Instapay;
- (l) report immediately to Instapay, including lodging a police report and providing a certified true copy thereof whenever required by Instapay, upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your Mobile Device(s) and its use. Prior to Instapay's receipt of your notice or instruction to suspend or terminate your Agent Account and/or Service, you shall be liable for all transactions made and/or charges incurred in respect of the fraudulent, improper or illegal use of your Agent Account and/or Service and/or arising from the theft or loss of your Mobile Device(s).

6.2 In using the Service, you shall not:

- (a) fraudulently register an Agent Account. If Instapay discovers that you are impersonating another person, Instapay shall be entitled to immediately terminate your Agent Account and report such fraudulent activity to the relevant authorities;
- (b) use the Service for any purpose which is against public interest, public order or national harmony or for any unlawful purposes, including but not limited to vice, gambling or other criminal purposes whatsoever or transmitting any content which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character or in any other manner which may result in complaints, claims, disputes, penalties or liabilities to Instapay;
- (c) use the Service to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
- (d) hack into, access, tamper, breach or circumvent any authentication or security of any host, network or account of Instapay or its provider's computer systems or interfere with service to any user, host or network, including, without limitation, sending a virus and causing excessive or disproportionate load on the Platform System;
- (e) attempt to probe, scan or test the vulnerability of the Platform System or network or breach any security or authentication measures;
- (f) copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Service or any information obtained by you while using the Service;
- (g) remove, change and/or obscure in any way anything on Instapay Cash Agent App and/or the Service or otherwise use any material obtained whilst using the Instapay Cash Agent App and/or the Service except as set out in the Agreement;
- (h) copy or use any material from the Instapay Cash Agent App and/or the Service for any purpose or in any manner not permitted hereunder, remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material, or from any material copied or printed off from the Instapay Cash Agent App, or obtained as a result of the Service;
- (i) use any of Instapay's trademarks, logo, URL or product name without Instapay's written consent;
- (j) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service;
- (k) impersonate or misrepresent your affiliation with any person;
- (l) attempt to receive funds from Instapay, Instapay Users and/or any third party for the same transaction by submitting similar claims;
- (m) use an anonymizing proxy while registering an Agent Account;

- (n) control an Agent Account that is linked in any way to another Agent Account that has or suspected to be engaged in any prohibited or restricted activities under the Agreement;
 - (o) manipulate or exploit Instapay's promotional campaigns or activities or other service in anyway which Instapay may deem as improper, irregular or dishonest;
 - (p) use the Service dishonestly or in bad faith or with malicious intent;
 - (q) harvest or collect email addresses or other contact information of Instapay Users or any third party by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
- 6.3 Instapay reserves the right to investigate and take appropriate legal action against anyone who, in its opinion, violates the above provisions, including without limitation, suspending or terminating the relevant Agent Account of such violators and reporting them to the law enforcement authorities.
- 6.4 If you wish to update your profile and Personal Data, including but not limited to, mailing address, contact details, phone numbers, email address, and other personal particulars, you may do so by contacting Customer Service. Instapay may from time to time first verify your identity through the security protocols established by Instapay (as may be changed from time to time at Instapay's sole and absolute discretion) before your profile and personal information can be updated. You shall at all times keep all your passwords and security codes, security questions, security answers (including but not limited to those used for verification and authorisation purposes and for access into your Agent Account) secret and you shall use all reasonable precautions to prevent disclosure of the same to any unauthorised person, or third party. Instapay shall not be responsible and shall not be liable for any loss suffered or in relation to the transactions on your Agent Account or for any unauthorised transactions under your Agent Account if you disclose any of your passwords, security codes, security questions, security answers or any of your personal details to unauthorised parties or third parties.

7. RIGHTS OF INSTAPAY

- 7.1 Instapay may modify or upgrade the features and functionality of the Instapay Cash Agent App and/or Service from time to time, and reserve the right to make upgrades, updates, modifications and changes as it deems fit. You understand that such upgrades or changes may result in interruption, modification, failure, delay or discontinuation of the Instapay Cash Agent App and/or Service or any function or feature thereof. In this regard, you acknowledge and agree that Instapay assumes no liability, responsibility or obligation for any such interruption, modification, failure, delay or discontinuation associated with the Instapay Cash Agent App and/or Service. Instapay further reserves the right to suspend or terminate the Instapay Cash Agent App and/or Service or any part thereof, without prior notice, in which event Instapay shall not be liable for any loss or inconvenience to you or any third party resulting therefrom except where the Instapay Cash Agent App and/or Service shall be permanently terminated any Available Balance shall be returned to you.
- 7.2 Unless otherwise notified by you, you agree that Instapay may send you notifications relating to promotional and marketing activities from time to time. You may opt out from receiving any promotional or marketing messages from Instapay by unsubscribing via email or contacting Customer Service.

- 7.3 Instapay may run campaigns, contests or promotions in relation to the Service as may be notified to you from time to time. You agree that your participation in such campaigns, contests or promotions shall be subject to the specific terms and conditions thereof.
- 7.4 Instapay may request for additional information or documentation from you for the purposes of verifying your identity or providing you the Service. You agree that you will provide such information and/or documentation promptly to Instapay upon request.
- 7.5 Notwithstanding anything in the Agreement, Instapay may immediately change the procedures or mode of operation of the Service without giving any reason or notice to you.

8. INTELLECTUAL PROPERTY

- 8.1 You acknowledge that the Instapay Cash Agent App, Platform System and Service and all Intellectual Property Rights in relation thereto belong to Instapay or its licensors. All rights are expressly reserved.
- 8.2 Notwithstanding any provisions therein, nothing on the Instapay Cash Agent App and/or the Service shall be construed as conferring any license or other transfer of rights to you of any intellectual property or other proprietary rights of Instapay, other than the limited right to use the Instapay Cash Agent App and/or Service in accordance with the Agreement.
- 8.3 To the extent where you provide Instapay with any suggestions, comments, improvements, ideas or other feedback ("Feedback"), you hereby assign ownership of all intellectual property rights subsisting in that Feedback to Instapay and acknowledge that Instapay can use and share such Feedback for any purpose in its sole discretion.
- 8.4 All goodwill generated from the use of the Instapay Cash Agent App and/or Service will inure to Instapay's exclusive benefit.
- 8.5 Other company, product, and service names and logos used in and displayed on the Instapay Cash Agent App may be trademarks or service marks of their respective owners who may or may not be endorsed by, or affiliated with, or connected to Instapay.

9. PRIVACY

- 9.1 You agree that by applying to be an Agent or registering an Agent Account or otherwise using the Service, you are giving consent to Instapay that your Personal Data collected by Instapay from you will be used and/or disclosed in accordance with the Privacy Policy.
- 9.2 Instapay may monitor and record all transactions under your Agent Account and communications that may take place between you and Instapay for Instapay's business purposes (including but not limited to quality control and training, prevention of unauthorised use of Instapay's telecommunication systems, ensuring effective systems operation and prevention and detection of crime).
- 9.3 You agree and consent that Instapay may extract or use any Personal Data or any other data from your Agent Account which may be required as evidence in court and/or to provide to relevant enforcement authorities when necessary in the event of a suspected and or proven misuse of the Service. Your agreement and consent

under this Clause shall survive the termination of your Agent Account or your discontinuance of use of the Service.

10. CHARGES

- 10.1 Instapay reserves the right to impose any charges or fees for the use of the Service or certain features of the Service. If such charges or fees are required, you shall be required to pay such charges or fees in order to continue to use of the Service.
- 10.2 Instapay reserves the right to revise any charges or fees applicable to the Service from time to time in its sole and absolute discretion provided, however, that such revision shall not apply to Agents who have already purchased a paid feature or are having an on-going paid subscription. Any such revision will be communicated to Agents in advance via e-mail or published on the Instapay Cash Agent App (which you will have an opportunity to review it before making payment) and will take effect from the time the price change is communicated to you or published on the Instapay Cash Agent App.
- 10.3 If any supply of services under the Agreement is taxable in accordance with the laws of Malaysia (including but not limited to Sales and Services Tax, Goods and Services Tax, etc), then Instapay reserves the right to levy such tax(es) at the prescribed rate and you agree to pay the amount of such tax(es).
- 10.4 In accessing and using the Instapay Cash Agent App and/or Service, you shall be solely responsible and liable for all charges and payment due to your communication service provider to access the Instapay Cash Agent App and/or Service, including but not limited to telephone charges and internet/data charges.
- 10.5 You shall be solely responsible and liable for any fees raised by third parties, including but not limited to your banks, relating to use of the Service.

11. DISPUTED TRANSACTION AND REFUND

- 11.1 You are fully responsible for the Cash-In Service and Cash Out Service rendered to Instapay Users when you accept or make any payment through the Service. Instapay shall not be responsible for the safety of the physical cash held and/or accepted or dispensed by you from or to Instapay Users. You shall be fully responsible for ensuring that the transaction amount is correct.
- 11.2 Instapay shall not be responsible to settle any dispute that you may have with any Instapay User for the Cash-In Service and Cash-Out Service rendered by you using the Service. You shall be responsible to resolve any refund request or demand with the relevant Instapay User. Instapay shall not be a party to such dispute nor shall Instapay be liable for such dispute in any way. You shall not withhold or set-off or make any claim against Instapay for any claim you may have with an Instapay User. You shall not initiate any legal proceedings against Instapay for any claim you may have against any Instapay User.
- 11.3 If and when the Service may permit you to make a refund payment to an Instapay User directly through your Agent Account using the Instapay Cash Agent App, you shall comply with all applicable terms and conditions relating to such functionality, including any applicable transaction limitations.
- 11.4 If you discover any error or discrepancy in your Agent Account, you must contact Customer Service within thirty (30) days from the date of the disputed transaction, failing which you shall be deemed to have accepted the accuracy of the transaction. If it is revealed in the course of Instapay's investigation that the disputed

transaction was indeed erroneous, Instapay will refund the disputed sum directly to your Agent Account upon completion of the investigation which will not exceed thirty (30) days from your complaint. However, Instapay reserves the right to not refund any disputed amount to you if Instapay believes in good faith that you have acted contrary to the Agreement. In the event the investigations and verifications conducted by Instapay reveal that the disputed transaction(s) was accurate, genuine and properly authorised by you, then you shall be liable for such disputed transaction(s). In the event the investigations and verifications conducted by Instapay reveal that the disputed transaction(s) was not genuine, dishonest, fraudulent or an abuse of process, you shall indemnify Instapay against all costs and expenses incurred by Instapay in the course of carrying out the investigations or verifications. Instapay's findings in any investigation conducted in relation to your Agent Account shall be conclusive, final and binding on you and shall not be questioned or disputed.

- 11.5 Notwithstanding the above, any refund by Instapay shall not, in and of itself, amount to completion of the investigation. Instapay may refund such sum to your Agent Account based on preliminary investigation results. Upon the completion of full investigation, if it is discovered that you are not entitled to the refund, Instapay may, at its sole and absolute discretion, either adjust your Agent Account and deduct the refunded sum from your Agent Account or claim such sum from you.
- 11.6 You agree and consent to the use by Instapay and/or its personnel or advisors of any information related to you or the particulars of the relevant disputed transaction(s) or your Agent Account for the purpose of investigating any claim or dispute arising out of or in connection with the disputed transaction(s). You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of such transaction(s) generated by Instapay shall be used as a reference and shall be the sole basis of settling such dispute or claim. Your agreement and consent under this Clause shall survive the termination of your Agent Account or your discontinuance of use of the Service.

12. LEGAL COMPLIANCE

- 12.1 Instapay and its officers shall comply in all material respects with all Applicable Laws governing the Service.
- 12.2 Instapay acknowledges that the document or information collected by Instapay relating to your affairs or Agent Account as a user of the Service will be only used and/or disclosed in accordance with the secrecy provisions under the Financial Services Act 2013.
- 12.3 Without limiting the generality of the foregoing, to the extent required by the AML/CFT Legislation, Instapay shall (i) maintain an anti-money laundering and anti-terrorism financing compliance program that is in compliance, in all material respects, with the AML/CFT Legislation, (ii) conduct, in all material respects, the due diligence required under the AML/CFT Legislation in connection with the use of your Agent Account, including with respect to the origin of the funds in your Agent Account, and (iii) maintain sufficient information to identify you for purposes of compliance, in all material respects, with the AML/CFT Legislation.

13. CONTRACT TERM, SUSPENSION AND TERMINATION

- 13.1 The Agreement shall be effective for the Contract Term until earlier of (a) expiration of the Initial Term or the Renewal Term (as the case may be), or (b) termination in accordance with these Terms. Notwithstanding any provisions in the Agreement, any renewal or extension of the Contract Term shall be subject to Instapay's sole

and absolute discretion provided that you provide to Instapay a notice in writing of your intention to renew or extend the Contract Term at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term (as the case may be).

- 13.2 You may, at any time, terminate use of the Service or your Agent Account by contacting Customer Service. Subject to Clauses 13.4 to 13.6 below, if you have any Available Balance in your Agent Account, you must transfer the Available Fund to your chosen bank account to enable Instapay to effect closure of your Agent Account provided that all transactions with any relevant third parties (e.g. Instapay Users) having been first settled. If you do not have any Available Balance in your Account, your Account shall be deemed terminated immediately upon receipt of your termination notice by Instapay.
- 13.3 Without prejudice to its other rights and remedies, Instapay shall be entitled to immediately suspend or terminate your use of the Instapay Cash Agent App or Service (or any part thereof) and your access to your Agent Account, with or without any notice to you, upon the occurrence of any of the following events:-
- (a) if in the opinion of Instapay, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in the conduct of your Agent Account or your use of the Service;
 - (b) if you are in breach of, or Instapay has reasonable grounds to believe that you have breached, any of the provisions of the Agreement and/or any applicable terms and conditions of any new services as may be provided by Instapay from time to time, or have engaged in any conduct prejudicial to Instapay or, if in the opinion of Instapay, your acts are prejudicial to Instapay's interests;
 - (c) if it has come to Instapay's attention of any irregular, suspicious or unauthorized activity on your Agent Account;
 - (d) if you are in breach of any Applicable Law;
 - (e) if you have submitted false documents or have declared false information during your application for the Service;
 - (f) if any information provided by you is untrue, inaccurate, not current or incomplete in the course of using the Service;
 - (g) if you have acted in bad faith or with malicious intent in using the Instapay Cash Agent App and/or Service;
 - (h) if your name is listed under any regulatory watchlist (including but not limited to listing related to terrorism and terrorism financing under the AML/CFT Legislation);
 - (i) if you fail to provide any additional information which Instapay may request from you from time to time in accordance with the Agreement; and/or
 - (j) where Instapay has reserved such right to suspend and/or terminate your Agent Account under any other provisions of the Agreement.
- 13.4 If your Account is terminated by Instapay pursuant to Clause 13.3 above, Instapay shall not be obliged to refund the Available Balance (if any) to you until and unless clearance has been obtained from the relevant authorities, if applicable. Instapay

reserves the right to take any action against you as may be deemed necessary or as may be required under Applicable Laws or by the relevant authorities.

- 13.5 In the event your Agent Account is ceased, terminated or suspended by Instapay due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any Applicable Law, you shall not be entitled to obtain any refund of the monies in your Agent Account and it shall be lawful for Instapay to retain such monies for an indefinite period or release them to the relevant authorities in accordance with Applicable Laws. You shall not be entitled to claim any form of compensation for any loss arising therefrom from Instapay.
- 13.6 If Instapay detected unusual, irregular, suspicious, unauthorised or fraudulent activity on your Agent Account, Instapay may suspend and/or terminate your Agent Account immediately as security or precautionary measures (with or without prior notice to you) until Instapay has verified the activity accordingly. If Instapay decides to suspend and/or terminate your Agent Account, Instapay will attempt to notify you via phone or electronic mail or any other means of communication. You agree not to use or attempt to use a suspended, terminated or otherwise invalid Agent Account. Such action taken by Instapay will not affect your rights and obligations pursuant to the Agreement. If Instapay has terminated your Agent Account through no fault of yours, you will be entitled to a refund of any Available Balance as provided in the Agreement.
- 13.7 Upon termination of your Agent Account (howsoever occasioned), save for any obligations which are expressed to survive, each Party's further rights and obligations shall cease immediately, provided that such termination shall not affect a Party's accrued rights and obligations as at the date of such termination.

14. REACTIVATION

- 14.1 If you do not log in to your Agent Account for more than six (6) months, and there is no Available Balance in your Agent Account, Instapay may in its sole and absolute discretion treat your Agent Account as dormant and may suspend your Agent Account.
- 14.2 If you key in the wrong credentials as required, it may result in your access to the Instapay Cash Agent App being suspended. To reactivate your access to the Instapay Cash Agent App, you can reactivate via the "Forgot Password" button.
- 14.3 If your Agent Account is suspended for any reason, you should contact Customer Service to reactivate your Agent Account. Instapay may reactivate your Agent Account at its sole and absolute discretion and subject to Instapay's prevailing policies and procedures.

15. DISCLAIMERS

- 15.1 INSTAPAY PROVIDES THE INSTAPAY CASH AGENT APP, PLATFORM SYSTEM AND SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE INSTAPAY CASH AGENT APP, PLATFORM SYSTEM AND SERVICE IS AT YOUR SOLE RISK. OTHER THAN WARRANTIES EXPLICITLY PROVIDED UNDER THE AGREEMENT, INSTAPAY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (III) SECURITY, RELIABILITY, PERFORMANCE AND ACCURACY OF THE SERVICES, AND (IV) THAT THE INSTAPAY CASH AGENT APP, PLATFORM SYSTEM AND SERVICE WILL BE CONTINUOUS, UNINTERRUPTED AND/OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED

FROM INSTAPAY OR THROUGH THE INSTAPAY CASH AGENT APP, PLATFORM SYSTEM AND SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- 15.2 You shall be solely responsible for any and all consequences of use or misuse of your Agent Account, login credentials, and/or security credentials. You shall be responsible for all losses and payments (including the amount of any transaction carried out without your authority) due to your negligence or where you have acted fraudulently. For the purposes of this Clause, negligence shall be deemed to include failure to observe any of your security duties referred to in the Agreement.
- 15.3 However, you will not be liable for any losses caused by system glitches, technical error or other operational issues encountered at Instapay, merchants or other relevant parties involved in the provision of the Service.
- 15.4 You acknowledge that Instapay may use third party suppliers to provide hardware, software, networking, connectivity, storage, payment gateway or processing and other technology in order to provide the Instapay Cash Agent App, Platform System and/or Service. The acts and omissions of those third party suppliers may be outside of Instapay's control, and Instapay does not accept any liability for any loss or damage suffered as a result of any act or omission of any third party supplier.
- 15.5 Instapay has no responsibility whatsoever for any arrangements you make with any third party (including Instapay Users or third parties) as a result of your use of the Service. You should conduct whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. In the event that you have a dispute with one or more other Instapay Users or third parties, you hereby release Instapay and its affiliates (and its officers, directors, agents, subsidiaries, joint ventures and employees and those of its affiliates) from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such dispute.
- 15.6 Instapay shall not be liable or responsible to you and/or to any other third parties 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 Service including but not limited to:-
 - (a) your Agent Account being hacked and/or theft of your login credentials and/or security credentials; and
 - (b) any resulting dispute between you and Instapay Users or third parties over any issue, including but not limited to, issues relating to quality, merchantability, fitness for use, quantity or delivery.
- 15.7 If you are dissatisfied with the Instapay Cash Agent App and/or Service, or do not agree with any part of the Agreement, your sole recourse is to discontinue use of the Instapay Cash Agent App and/or Service.

16. LIMITATION OF LIABILITY

- 16.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INSTAPAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OR LOSSES OF ANY KIND IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THE AGREEMENT OR THE USE OF THE INSTAPAY CASH AGENT APP, PLATFORM SYSTEM OR SERVICE, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM

OR WHETHER OR NOT INSTAPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR OPPORTUNITY, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF WARRANTIES STATED HEREIN OR THE LIMITATION OF LIABILITY STATED HEREIN, YOU HEREBY EXPRESSLY AGREE THAT IN NO EVENT WILL INSTAPAY'S LIABILITY FOR ANY CLAIM OR DAMAGES HEREUNDER EXCEED THE AGGREGATE AMOUNT OF RINGGIT MALAYSIA FIVE THOUSAND.

- 16.2 Nothing in the Agreement excludes, restricts or modifies any statutory rights that you may have under applicable laws that cannot be excluded, restricted or modified.

17. INDEMNITY

- 17.1 You hereby agree to indemnify Instapay and its affiliates (and its officers, directors, agents, subsidiaries, joint ventures and employees and those of its affiliates) ("**Indemnified Parties**") and keep harmless the Indemnified Parties from and against any claims, actions, suits, proceedings, damages and/or liabilities whatsoever made against the Indemnified Parties arising from your use of the Instapay Cash Agent App, Platform System and/or Service and/or your non-performance or violation of your duties and obligations under the Agreement or any Applicable Law. You shall defend and pay all costs, damages, awards, fees (including legal fees on a solicitor and client basis) and judgments awarded against any of the Indemnified Parties arising from such claims, and shall provide Instapay with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.
- 17.2 You hereby agree that if Instapay initiates legal proceedings against you because of a default under the Agreement, you shall be liable to indemnify Instapay all legal costs (including costs on a solicitor and client basis), other costs, charges and expenses which Instapay may incur in enforcing or seeking to enforce any of the provisions of the Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by you. However, your responsibility for such fees and costs shall not exceed the maximum amount allowed by law.

18. FORCE MAJEURE

- 18.1 Without limiting the generality of any provision in the Agreement, Instapay shall not be liable for any failure to perform its obligations herein caused by an act of God, pandemics, epidemics, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts, orders or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom Instapay has no control over or any cause outside Instapay's reasonable control.
- 18.2 The Service may occasionally be affected by interference caused by causes or objects beyond Instapay's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in the Platform System. In the event of such interference, Instapay shall not be responsible for any inability to use or access the Service, or interruption or disruption of the Service.

19. OTHER PROVISIONS

- 19.1 The Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all previous terms and conditions, understanding, representations and warranties relating to that subject matter.
- 19.2 No delay, neglect or forbearance on the part of Instapay in enforcing against you any provision of the Agreement shall either be or deemed to be a waiver or in any way prejudice any right of Instapay hereunder.
- 19.3 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provision of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 19.4 The Agreement and all rights and obligations thereof are not assignable, transferable or sub-licensable by you without Instapay's prior written consent. Instapay may transfer, assign or delegate the Agreement and its rights and obligations thereof without prior notice to or consent by you.
- 19.5 All rights and obligations under the Agreement are personal to you. A person who is not a party to the Agreement shall have no right to enforce any provision of the Agreement.

20. GOVERNING LAW AND JURISDICTION

Irrespective of the country from which you access or use the Instapay Cash Agent App, Platform System and/or Service, to the extent permitted by law, the Agreement and your use of the Instapay Cash Agent App, Platform System and/or Service shall be governed in accordance with the laws of Malaysia without regard to choice or conflicts of law principles, and you hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia to resolve any claims or disputes which may arise in connection with the Agreement.

21. NOTICES

- 21.1 All notices, requests and/or other communications to be given by Instapay to you under the Agreement may be either by:-
 - (a) ordinary mail to your last known address in Instapay's records;
 - (b) short message service (SMS) or email to your telephone number or email address registered with Instapay;
 - (c) published on the Instapay Cash Agent App or Site; and/or
 - (d) published in national daily newspapers in the main languages, circulated generally throughout Malaysia, and shall be deemed notification upon posting/publication.
- 21.2 You hereby agree that if any legal proceedings are commenced in the courts in Malaysia in respect of the Agreement, the legal process and other documents may be served by posting the documents to you at your last known address in Instapay's records and such service shall on the 5th day after posting be deemed to be good and sufficient service of such process or documents.
- 21.3 All notices, requests and/or other communications to be given by you to Instapay

under the Agreement must be communicated to the following address (or to such other address as Instapay may give notice to you from time to time) by hand, registered post or e-mail:

Instapay Technologies Sdn. Bhd.
Unit 26-6, Q Sentral,
Jalan Stesen 2, KL Sentral
50470 Kuala Lumpur
Malaysia
E-mail: connect@instapaytech.com

- 21.4 If there are any complaints or inquiries and there is no feedback given by Instapay, you can contact the following bodies:

Bank Negara Malaysia
Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, D Block
Jalan Dato' Onn
50480 Kuala Lumpur
Malaysia

Contact Centre (BNMTELELINK)
Tel : 1-300-88-5465
(Foreign: 603-2174-1717)
Fax: 603-2174-1515
E-mail: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P)
(formerly known as Financial Mediation Bureau)
14th Floor, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

[End of this Cash-In & Cash-Out Agent Service Terms and Conditions - English Version]