

## **Terms & Conditions**

The following Terms and Conditions applies to your use of flexi2pay App and the Services. By downloading, installing and/or using flexi2pay App and/or the Services, You unconditionally and irrevocably agree to be bound by these Terms and Conditions without limitation or qualification.

If You do not accept these Terms and Conditions, please immediately discontinue your use of flexi2pay App and/or the Services.

### **GENERAL**

flexi2pay App and the Services are provided by flexi2pay. These Terms and Conditions shall govern your access to and/or use of flexi2pay App and/or the Services. As long as You abide by these Terms and Conditions, You may use the flexi2pay App and the Services in accordance with the terms hereof.

We reserve the right to amend, modify, add or remove any provisions under these Terms and Conditions at any time as We deem necessary and such changes shall become effective immediately. You agree that your continued use of flexi2pay App and/or the Services shall constitute your acceptance of these Terms and Conditions including any term which may have been amended from time to time. You further agree that You are solely responsible to regularly check these Terms and Conditions for updates or amendments.

### **DEFINITIONS**

Account means the account registered and maintained by User for the flexi2pay App.

Merchants means the merchants as designated by Us who sell goods and/or services and accept payment through the flexi2pay App.

Intellectual Property means any copyright, patent, design, trade mark, application to register any of the aforementioned rights, trade secrets, rights in know-how, and any other intellectual or industrial property right of any nature whatsoever subsisting in any part of the world.

Privacy Notice means the notice pursuant to Personal Data Protection Act 2010 which is accessible at <https://www.flexi2pay.com/privacy-act>

Services means the features provided and set in flexi2pay App.

Terms and Conditions means this Terms and Conditions which governs the access to and/or use of flexi2pay App and/or the Services.

Users or You means the person who registers and accesses the flexi2pay App.

We or Us means flexi2pay.

flexi2pay App means the mobile application owned by flexi2pay which is downloaded onto a mobile device.

## USE OF SERVICE

1.1 By registering for an account in the flexi2pay App, You warrant and represent that You have attained thirteen (13) years of age or above. In the event that You are below the age of thirteen (13) years, You undertake that You shall obtain your parent or legal guardian's consent. Your parent or legal guardian shall be responsible for your use of flexi2pay App and /or the Services.

1.2 You represent and warrant that all information provided to Us towards your flexi2pay Account is true, accurate and complete and You agree to provide Us with up-to-date information of yourself including such identification, verification or other documentation. We have the right to reject your application for a flexi2pay Account without the need to provide any reason.

1.3 You are responsible for maintaining the security of your log-in details, passcode, passwords and other information in relation to your flexi2pay Account. You shall not share any details with other parties and shall immediately change your passcode(s) and/or password(s) and inform Us if your account has been in any way compromised or You suspect any unauthorized access or use of your flexi2pay Account.

1.4 You are responsible to check your transaction history. We do not provide any hardcopy statement of account in respect of the flexi2pay Account. You shall be responsible for all your transactions and for keeping track of your flexi2pay Account through your Account history.

1.5 Your flexi2pay Account is personal to You. No person other than You shall have any right of claim from Us to the balance or other benefits stored in your flexi2pay Account. Any instructions, confirmation and/or communication sent from your account or device shall be deemed to have been issued by You irrespective of whether such instructions, confirmations and/or communications were actually sent by You. You are responsible to secure your account.

1.6 You acknowledge and agree that your flexi2pay Account does not constitute a banking account or any form of term deposit. No interest, dividends or other payments shall be accumulated or payable to You on the balance or other benefits held in flexi2pay Account.

1.7 You shall not assign, transfer or sub-contract any of your rights or obligations under these Terms and Conditions to a third party.

1.8 You agree not to hold Us liable for any loss or damage whatsoever arising from your failure to keep information relating to your flexi2pay Account secure and confidential, or for any acts or omissions under your account or from your use of flexi2pay App and /or the Services.

1.9 We reserve the right without liability to You to suspend, modify or discontinue, temporarily or permanently, the flexi2pay App and /or the Services or any feature or part thereof, at our absolute discretion.

1.10 Notwithstanding anything to the contrary, if any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to immediately terminate your Account

and refuse any and all current or future use of the Services or access to flexi2pay App and/or your flexi2pay Account.

## USER'S RESPONSIBILITIES

### 2.1 You shall:

2.1.a. keep your personal information, passcode, password and/or PIN for your flexi2pay Account confidential at all times and shall take all steps to prevent the disclosure of your passcode, password and/or PIN;

2.1.b. ensure that all information and data provided to Us including personal data are true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. We shall not be responsible and liable whatsoever and howsoever to You due to any inaccurate or incomplete information and data provided to Us;

2.1.c. warrants to comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions and/or directives of the relevant authorities or any notices, instructions, directives or guidelines given by Us;

2.1.d. be responsible for all equipment necessary to use the flexi2pay Account and Services, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of flexi2pay App and /or the Services;

2.1.e. be responsible and liable for all usage of and all payment of the fees, charges, taxes and duties for using the Services including but not limited to payment of all fee, charges, taxes and duties for the purchase of products and/or services to Us and third parties including participating Merchants in a timely manner;

2.1.f. be fully responsible for any and all data transmitted or broadcasted from your mobile device whether by You or any other person;

2.1.g. only download and install flexi2pay App from the official platform as announced by Us. Any downloads and installation outside of the official platform shall be deemed unlawful and We shall not be liable to You for any losses suffered by You arising therefrom; and

2.1.k. fully indemnify and shall keep Us fully indemnified to the fullest extent possible, from and against any and all liabilities, costs, demands or claims whatsoever on a full indemnity basis, which may be made by any third party due to a breach by You of any of these Terms of Service, or arising in any way from or in connection with your default, acts, omissions and/or negligence in the use of the flexi2pay App and /or the Services.

### 2.2 You shall not:

2.2.a. use flexi2pay App and/or the Services to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;

2.2.b. use flexi2pay App and/or the Services to cause excessive or disproportionate load on the Services or flexi2pay system;

2.2.c. use flexi2pay App and/or the Services for any purpose which is against public interest, public order or national harmony;

2.2.e. use, permit or cause to be used flexi2pay App and/or the Services improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Us to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other users from using or enjoying the Services or the internet;

2.2.f. attempt to probe, scan or test the vulnerability of any of flexi2pay system or network or breach any security or authentication measures;

2.2.g. 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 (including other users) appointed by Us to protect our ability to provide the Services;

2.2.h. attempt to download flexi2pay App for the use of the Services through the use of any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Us or other approved third-party web browsers;

2.2.i. copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Services or any information obtained by You while using the Services or while accessing flexi2pay App;

2.2.j. remove, change and/or obscure in any way anything on flexi2pay App and/or the Services or otherwise use any material obtained whilst using flexi2pay and/or the Services except as set out in these Terms and Conditions;

2.2.k. copy or use any material from flexi2pay App and/or the Services for any commercial purpose, 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 flexi2pay App, or obtained as a result of the Services;

2.2.l. use any of our trademarks, logo, URL or product name without our express written consent;

2.2.m. attempt to decipher, decompile, disassemble or reverse engineer any of the software used by Us in flexi2pay App and in providing the Services;

2.2.n. fraudulently register a flexi2pay Account. If You are caught impersonating another person, whether an individual or another legal entity, You will be responsible for any costs and/or losses incurred as a result of their fraudulent activity. Abusing the flexi2pay Account may result in immediate termination / suspension of account and report to the relevant authorities.

## INTELLECTUAL PROPERTY RIGHTS

3.1 You shall use flexi2pay App and /or the Services strictly in accordance with these Terms and Conditions and shall not:

3.1.a. decompile, reverse engineer, disassemble, attempt to derive the source code or decrypt flexi2pay App;

3.1.b. make any modification, adaptation, improvement, translation or derivative work from flexi2pay App;

3.1.c. violate any applicable laws, rules or regulations in connection with your access or use of flexi2pay App;

3.1.d. remove, alter or obscure any proprietary notice in connection with flexi2pay App;

3.1.e. use flexi2pay App for any revenue-generating endeavor, commercial enterprise or other purposes for which it was not designed or intended;

3.1.f. use flexi2pay App for creating a service, product or software which directly or indirectly competes or substitutes the Services offered by Us through flexi2pay App;

3.1.g. use any of our Intellectual Property or other proprietary information in the design, development or distribution of any applications, accessories or devices for use with flexi2pay App.

3.2 All Intellectual Property in connection with flexi2pay App, which include all graphics, text, photographs, artwork, logos, user interfaces, sounds, music, computer code, the design, “look and feel”, expression and arrangement of the application, is owned, controlled by or licensed to Us and/or protected by copyright, trademark or other Intellectual Property rights. Save as expressly provided herein, no license is granted to You with respect to our Intellectual Property and You shall not use, copy, reproduce, transmit or distribute any component or part of our Intellectual Property without our prior written consent.

## CHARGES

4.1 We reserve the right to impose fees or subscriptions for the use of certain Services, if such charges are required.

4.2 In accessing and using flexi2pay App and/or Services, You shall be fully responsible and liable for all charges and payment due to your communications services provider to access flexi2pay App and the Services including but not limited to telephone charges and internet/data charges.

## DISCLAIMER

5.1 The Services are provided on an “as is” and “as available” basis. We make no representation or warranty, express or implied, that the Services or any feature thereof shall always be reliable, timely, secure or defect free, or that the Services will be uninterrupted and available at all or any particular time or location. You accept that We do not represent or warrant that the platform, system or software will be error-free at all times. You are also aware and

acknowledge that the Services rely on third party technologies and facilities including wireless connectivity which are not within our control. You acknowledge the characteristics and limitations of digital and wireless networks and that data may be corrupted, delayed or lost despite security and other measures taken by Us. You agree not to hold Us liable for any failures as highlighted above.

5.2 You expressly agree that your use of the Services is at your sole risk and discretion and You will assume total responsibility arising therefrom. You will rely on your own review and evaluation of the Services to assess its suitability for your particular purpose. Your sole remedy against Us in the event of dissatisfaction is to cease using the Services.

## LIABILITY

6.1 Our obligations hereunder are strictly to provide the Services. We shall not be liable for the goods, services or any transactions which you conduct with Merchants or other parties via your flexi2pay Account. You shall resolve all and any dispute whether as to quality, safety, merchantability, legality or any other matters directly with the relevant Merchant.

6.2 You shall be solely responsible for any fees charged by merchants, banks or other third parties, and/or the payment of any tax and any other duties or charges arising from the transaction undertaken by You with Merchants.

## CUSTOMER SERVICE

7.1 You may address your queries or complaints in relation to flexi2pay App or the Services via email at [support@flexi2pay.com](mailto:support@flexi2pay.com)

## PRIVACY NOTICE

8.1 You agree to our Privacy Notice, which shall be deemed to be incorporated herein by reference and accept that it forms an essential, and integral part of these Terms and Conditions.

9.1 You consent to our use of your personal data in accordance with the terms of our Privacy Notice and prevailing privacy policy and for your personal data to be used and/or disclosed in accordance with the Personal Data Protection Act 2010. You agree that by registering an account with Us and/or by using flexi2pay and the Services, You have authorized and consented to your personal data being disclosed to and/or stored and/or processed by such third parties as may be necessary for the purposes of providing the Services to You.

9.2 You grant Us consent to confirm your personal data with other entities or agencies in order to verify your identity and/or to comply with any legal or regulatory requirements in connection with the Services.

9.3 You accept that We may be required to revise our Privacy Notice and/or privacy policy from time to time. All revisions will be promptly notified through our website. Your continued use of flexi2pay App and/or the Services shall mean that you have agreed and consented to our Privacy Notice and privacy policy as revised.

## GENERAL

### 10.1 Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the law.

### 10.2 Severability

If any one or more of the provisions or terms therein is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remaining provisions or terms or part thereof shall not in any way whatsoever be affected or impaired or invalidated thereby.

### 10.3 Assignment

We may assign or novate these Terms and Conditions to any third party by written notice to You and You shall do all things necessary including but not limited to executing such documents as may be reasonably required to give effect to such assignment or novation.

### 10.4 Forbearance

10.4.a No forbearance whether intentionally or otherwise for the time being granted or shown by Us shall release or discharge You or in any manner affect or prejudice our rights at any time to require strict or full performance by You of any or all of the provisions of or your obligations under this Terms and Conditions.

10.4.b. Without limiting the meaning thereof, “forbearance” shall be construed to include waiver or failure to require performance of any of the terms in these Terms and Conditions, time or indulgence granted or shown to You.

Terms and Conditions are updated as at 25<sup>th</sup> February 2020.