

TERMS AND CONDITIONS

1. Welcome to jomSETTLE™

jomSETTLE system is operated by Mazer Fintech Sdn Bhd, Malaysia registered entity (SSM No. 1332779-U). It is a Financial Technology company having its headquarters at Arcoris Business Suite, Block A1, No 10, Jalan Kiara, Mont Kiara, 50480 Kuala Lumpur, Malaysia. jomSETTLE offers an online platform which allows you to pay rent, salaries and invoices using your credit card. jomSETTLE enables settlement of payments for the underserved Payee and Payment Recipients that do not have credit card receiving facilities.

These terms and conditions lay down the policies and procedures which govern us and the services we provide via our platform.

2. Purpose

These Terms and Conditions (“Agreement”) apply to your use of www.jomsettle.com (referred here as “jomSETTLE”, “website” “us” “we”, “our company” or “platform”) and the Services and products provided by us. This is a legal and enforceable contract between you and jomSETTLE.

THIS IS AN IMPORTANT DOCUMENT, AND WE URGE YOU TO READ THIS AGREEMENT CAREFULLY WHEN CHOOSING WHETHER TO USE JOMSETTLE SERVICES. PLEASE READ THIS AGREEMENT PRIOR TO USING OUR WEBSITE. BY BROWSING, REGISTERING FOR JOMSETTLE ACCOUNT, ACCESSING OR USING ANY JOMSETTLE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY ADDITIONAL GUIDELINES REFERENCED IN THIS AGREEMENT (INCLUDING OUR PRIVACY POLICY <https://jomsettle.com/privacy-policy/> WHICH GOVERNS OUR COLLECTION AND USE OF PERSONAL DATA). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORISED TO USE OUR SERVICES AND YOU MUST CLOSE YOUR ACCOUNT AND FOLLOW THE APPROPRIATE INSTRUCTIONS IN THIS AGREEMENT.

3. Definitions

When used in this Agreement, each of the following words and phrases shall have the meanings set out below:

- (a) “Agreement” means these Terms and Conditions, including related schedules, policies and other documents referenced herein as may be amended from time to time;
- (c) “Beneficiary” means a business entity or individual authorized by you as the receiver of Payment Amount.
- (c) “Business Days” means Monday to Friday excluding public holidays in Malaysia;

(d) "Transaction Fee" means the non-refundable flat percentage fee charged by jomSETTLE to you for use of our Services and will include any other promotional transaction fee that you may be charged from time to time for the use of Services

(e) "Payment Amount" refers to the aggregate Malaysian Ringgit value of a payment exclusive of Transaction fee, which shall be transferred to the Beneficiary.

(f) "Card"- means an accepted Credit/Debit Card" used or to be used by you in relation to the Services and for debit card it includes only debit card issued by Visa and MasterCard and for credit cards it includes only the credit cards issued by MasterCard and Visa.

(g) "Payment" means the successful act of fund transfer against the goods and services availed.

(h) "Card Charging Date" is the date on which your Card is charged to initiate the making of a Payment.

(i) "Scheduled Payment" is a Payment which has been created on the platform with a future Card Charging Date.

(j) "Services" means and includes all the products, facilities, services, features, technologies or functionalities provided by us on our Website or through any other means.

(k) "Site" means the website located at www.jomsettle.com and all related webpages as well as any app ("Applications") or any other media in an electronic form.

(l) "user", "you" or "your" "client" means you and any other person (authorized by you) or any entity using the Services;

(m) "User Account"- means a user's account that is created by an individual consumer or business for accessing and using jomSETTLE Services;

4. jomSETTLE Services

jomSETTLE provides Services which enable Users to pay rent, salaries and invoices to a relevant Beneficiary which may be a landlord, employee and/or supplier via credit card(s). jomSETTLE charges users a Transaction Fee for use of the Services. Users may be located anywhere in the world. All they need is an account on the website to pay to their beneficiaries. Our Company is merely providing a service to facilitate the above mentioned transactions between yourself and your Beneficiary and we are not and do not hold ourselves out as a bank, remittance agent or payment systems or payment gateways and we do not offer banking, money remittance or payment system services as defined by the applicable laws or the law of Malaysia. Our Company is merely providing a platform and we act as per your instructions in providing all the Services.

5. Capacity to enter into these terms and conditions

You represent and warrant to jomSETTLE that: a) if you are an organisation, you are duly organised and validly existing (or, if an individual, are of legal age and under no legal disability or incapacity) and have full power and authority to enter into, and take all necessary steps to enable you to lawfully enter into, these Terms & Conditions and the transactions contemplated herein, and perform obligations as mentioned herein.

6. Your Representations and Warranties

You represent and warrant to jomSETTLE that:

- these Terms & Conditions constitutes a legal, valid and binding obligation of yourself and/or the entity you represent in using the Service;
- all the Payments made using the Service are lawful, valid and genuine and do not promote any Money Laundering or Terrorist Financing;
- in executing and giving effect to these Terms & Conditions, you will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;
- all information supplied to jomSETTLE by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect
- you will provide to jomSETTLE on request such information regarding your financial and business affairs and/or identity, as jomSETTLE may reasonably require;
- you will take all reasonable steps to obtain and provide to jomSETTLE all information and documents relating to any or all Payments set up by you on the platform.
- jomSETTLE relies on representations and warranties made by you. These representations and warranties and those contained elsewhere in these Terms & Conditions are repeated in respect of each Payment.
- You have obtained the necessary permission from your Beneficiary to allow us to contact him/her/it to collect any necessary information from them for the purposes of us providing the Services to you (and your Beneficiary) and/or for validating a Payment

7. Geographies covered

jomSETTLE currently based in Malaysia and jomSETTLE users can make payments to their Beneficiaries having a bank account in Malaysia only. The transfers to Malaysian bank account shall be done in Malaysian Ringgit. Please note that our Company is not involved in cross border payments.

8. An Independent Party

jomSETTLE is an independent party providing services to you and is in no way related to your Beneficiaries, except where otherwise indicated. Accordingly, jomSETTLE has no responsibility and will not be liable for any consequences/disputes resulting from your communication or contracts with your Beneficiaries, including but not limited to payment terms, the proper and

timely delivery of goods or services. jomSETTLE may use third party service providers which may include other SAAS companies, software providers, technical partners who are not liable to you in any manner with regard to the Services we provide you through our website.

9. jomSETTLE Account

In order to use our Services, you are required to create jomSETTLE account and provide us the following information:

- Your full name
- Your active and valid email address
- Valid National Registration Identity Card (NRIC)
- Valid business registration number (if applicable)
- Your registered mobile number and
- A secure password

You agree to provide at all times complete, accurate, and up-to-date information with regard to the above. jomSETTLE reserves the right to impose restrictions on access and usage of the Services and the volume, frequency, and delivery timeline of Payments submitted.

10. Data Protection and Privacy Policy

All personal and business-related data and documents that you provide us while accessing or using our Services is governed by our Privacy Policy found [here](#). To be compliant with the anti-money laundering and CFT rules/guidelines jomSETTLE may obtain and conduct due diligence/KYC checks on yourself and your beneficiaries. You authorize jomSETTLE, directly or through third parties, to make any inquiries we consider necessary to verify your identity, your beneficiaries identity and the respective documents. This may include asking you for further information, and verifying your information against third party KYC databases or through public and private sources. If jomSETTLE cannot establish you or your beneficiary's identity, jomSETTLE has the right to deny you use of the Services.

11. Non-Acceptable Use

Our Site is private property. All interactions on this Site must be lawful and must comply with these Terms of Use. To the extent your conduct (as judged by us in our sole discretion), restricts or inhibits any other user from using or enjoying any part of this Site, we may limit your privileges on the Site and seek other remedies

You agree not to engage or use the Services:

- For sending money to yourself or for any purpose of cash advance to your personal or any associated business accounts.
- For money laundering and financing terrorism;
- To provide yourself or any other person with a cash advance.
- On behalf of another party unless authorized by that party;

- for purpose other than paying for any good or services availed;
- other than for legitimate payment purposes
- for gambling and related activity (such as lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues, internet gaming, contests, sweepstakes, and games of chance);
- other goods and services subject to government regulation.
- sending or receiving potentially fraudulent funds;
- for submitting any inaccurate information, committing fraud or falsifying information in connection with your account or in order to create multiple accounts and to provide, if requested, confirmation of your identity or any other information you have provided to us, and to cooperate with any investigations of the same by us or our third-party delegates
- for attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access
- for attempting to scan, or test the security or configuration of the Site or to breach security or authentication measures without proper authorization;
- for tampering or interfering with the proper functioning of any part, page or area of the Site and any and all functions and services provided by us
- for attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to our Site, or attempts at overloading, "imitation, by means of submitting a virus to our Site, or
- for disseminating or transmitting material that, to a reasonable person, may be considered abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious
- for taking any action that may cause us to lose any of our services from our internet service providers, our Payment Processor or other suppliers
- To infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy or disseminating, storing or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person
- For using the Site or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to directly or indirectly compete with or disrupt our activities
- For reselling or repurposing your access to the Site or any purchases made through the Site
- For using the Site or any of its resources to solicit other Users, business partners of our company or such other parties to become users or partners of other online or offline services directly or indirectly compete or disrupt or potentially compete or disrupt with us, including without limitation, aggregating current or previously offered service offerings
- For using any User or third-party information from the Site for any commercial purpose, including, but not limited to, marketing
- For accessing, monitoring or copying any content or information from this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permissions

- For violating the restrictions in any robot exclusion headers on this Site or bypassing or circumventing other measures employed to prevent or limit access to this Site
- For taking any action that places excessive demand on our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion)
- For aggregating any live or post feature content or other information from the Site (whether using links or other technical means or physical records associated with Transactions made through this Site) with material from other sites or on a secondary site without our express written permission) deep linking to any portion of this Site without our express written permission;
- For acting illegally or maliciously against the business interests or reputation of our company or the Site and/or the Service;
- For engaging in any other activity deemed by us to be in conflict with the spirit or intent of this Agreement
- For intentionally or unintentionally violate any applicable law, statute, ordinance, regulation, rule or code, including, but not limited to, any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange

12. Suspected non-acceptable use

jomSETTLE may reject any payment that is believed to be unauthorized or made by someone other than the account holder, may violate any law, rule or regulation, or if jomSETTLE has reasonable cause not to honour it.

If any single transaction is investigated and is determined to be fraudulent, jomSETTLE may terminate the relevant user's account and such default and fraudulent transaction may be reported to legal authorities.

jomSETTLE may request more information relating to your use of the Services to seek to identify any non-acceptable use listed above. You agree to cooperate in any investigation and to provide confirmation of your identity and any information you provide to us, as we may require.

If we have reason to believe that you have engaged in any non-acceptable use, jomSETTLE may in its sole discretion and at any time, take any or all of the following actions:

- Close, suspend, or limit your access to your account or the Services;
- Not processing your payment until we are satisfied that it's towards an acceptable use, return, or reclaim funds;
- Update inaccurate information you provided to jomSETTLE;
- Refuse to provide Services to you in the future;
- Contact your bank or notify other Users, law enforcement, or impacted third parties of your actions;
- Take legal action against you.

jomSETTLE will provide you with notice of any of the above actions. If applicable, jomSETTLE may request more information regarding your use of the Services to better determine whether any non-acceptable usage has occurred.

13. Closing jomSETTLE Account

You may request for closing of your jomSETTLE account by e-mailing us at any time at care@jomsettle.com.

You will remain liable for all obligations related to your account even after your Account is closed, including any fees or charges already due to jomSETTLE. You may not close your account to evade an investigation. jomSETTLE also reserves the right to close your account at any time with or without notice to you.

Any Payments processed prior to account closure will be completed, all Scheduled Payments whose Card Charging Date has not yet passed at the time of account closure will be considered cancelled.

jomSETTLE may retain data associated to your usage of the Services in accordance with applicable regulatory and compliance obligations.

14. Payments

A. Payment Creation

Payments can be created for immediate or future processing using the Services. Payment creation requires you to specify the following:

- a Beneficiary
- Beneficiaries bank name and account details
- a Credit Card
- a Payment amounts
- Purpose of payment
- Valid document supporting the Payment

B. Recurring Scheduled Payment Reminder

Recurring Scheduled Payments Reminder is a facility that jomSETTLE will send an email reminder for any Payment has been set to the users.

C. Payment Processing

Payments submitted for immediate processing will require successful debiting of the Card at time of payment creation. If a Card is not charged, jomSETTLE will be not be able to transfer the funds to your Beneficiary. You agree not to hold jomSETTLE responsible for any delay as a result of

failure in charging of card on a Card Charging Date. After each Payment is processed you are provided with a unique receipt number in relation to your Payment.

D. Transfer of Funds to Beneficiary

Once your card is charged it will take 4 (T+3) business days from the Card Charging Date for the funds to reach your Beneficiary. However, the funds transferred to your Beneficiary may fail because of a number of reasons including but not limited to invalid beneficiary account number, incorrect bank name, incorrect swift code, improper documentation etc. . You agree not to hold jomSETTLE responsible for any delay beyond 4 days in transferring the funds to your Beneficiary. jomSETTLE has the absolute discretion to refuse/stop the transfer of any Payment for reason/reasons that may or may not be notified to a user.

E. Transaction Fee

When making a Payment using the Services, our company will charge you a non-refundable Transaction Fee. The Transaction fee is charged on a per transaction basis. This Transaction Fee is payable in addition to the Payment Amount.

Transaction Fees for immediately processed Payments are charged in real-time upon submission. Transaction Fees for Recurring Payments are determined at time of submission and will be charged on the Payment's Card Charging Date. If a Recurring Payment is edited prior to its Card Charging Date, the applicable Transaction Fee will be recalculated based on the presently defined rules which may result in a change in Transaction Fee.

F. Changes in Transaction Fees

Transaction Fees may change, depending upon factors including but not limited to the Card used, any applicable Promotions, and other variables both which may or may not be controlled by jomSETTLE. Fees are subject to change at any time without prior notice and are calculated in real time and presented to you during review of your Payment, prior to submission. Any promotion will have a subset of terms and conditions and the user will be entitled to the promotion only if they adhere to all the terms and conditions attached to a promo code.

G. Payment Dispute and Refund of Transaction fees

If your Payment is not processed or wrongly processed for any reason including but not limited to the following reasons:

1. Wrong account details of Beneficiary entered by you
2. Wrong amount entered by you
3. Duplicate entries created by you
4. Improper documentation provided by you etc.

jomSETTLE shall not be responsible for any delays in payments or incorrect transferring of the Payment Amount. jomSETTLE may choose to assist the user out of goodwill in contacting the party

that received the payment to request a refund to be issued to the user. However, jomSETTLE shall not be liable to reimburse any Payment Amount or to reverse any transaction that has been made as a result of the user's error or negligence.

Upon completion of Payment, the user accepts and agrees that no refunds, cancellations or charge backs are permitted through the jomSETTLE site. Additionally, the user accepts and agrees not to request a refund, cancellation or charge back of Transaction Fees from his/her Card issuing bank, bank or any other person or jomSETTLE.

In the case that Payment should be refunded, cancelled or charged back by the user's Card issuing bank or any other person, the user is not entitled to the return/refund of any associated jomSETTLE Transaction Fees, irrespective of the reason for such refund, cancellation or charge back. The user is also responsible for the payment of any associated payment dispute and refund fees.

H. Card Delays and Non-Completion

Notwithstanding anything contained in these Terms and Conditions some Card Payments may take up at least 5 Business Days or such number of Business Days . Furthermore, completion of a Card payment is contingent on both the authorization of the Card Payment and acceptance of the Card. In the event that a Card payment is unable to be completed, we will attempt to notify you at least once using the contact information in your User Account. In the case of such delay or non-completion, your liability to the intended recipient of the Card Payment may be subject to penalties, late fees and interest charges assessed by such recipient, all of which remain your responsibility (and not us). If a Payment is not completed, you are not entitled to a return of any Transaction fees charged by us, irrespective of the reason for non-completion.

I. Payment Limits

We may, at our sole discretion, impose limits on the Payment Amount you can send through our Services. RM300 is the minimum payment and RM29,000 is the maximum payment limit per transaction.

15. Acceptable Card

jomSETTLE platform supports Cards issued by Visa and MasterCard.

16. Taxes

It is your responsibility to determine what, if any, taxes apply to the Payments you make, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Our company is not responsible for determining whether taxes apply to your Payment transaction, or for collecting, reporting or remitting any taxes arising from any Payment transaction.

17. Availability of the Site

You acknowledge that there may be interruptions in Services or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated. Our company retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

18. Ownership of the Site

Your access to the Service is subject to a licence from us to use the same and nothing herein shall be construed as a sale of any part the Site or the rights or title to you. The content and information on the Site and the Service, as well as the infrastructure used to provide both, and all materials therein or transferred thereby and all intellectual property rights related thereto, are the exclusive property of our company and its licensors and other partners where relevant. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a licence in or under any such intellectual property rights and you shall not modify, adapt, edit, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell or resell any information, software, products or services obtained from or through the Site.

19. Limitation of Liability

YOU AGREE THAT OUR COMPANY IS MERELY PROVIDING A PLATFORM AND THEREFORE, YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR (A) ANY BREACHES, FRAUD, DISHONESTY, MISFEASANCE OR FAILURE TO DISCHARGE ANY DUTY OF CARE OR OBLIGATIONS ON THE PART OF ANY THIRD PARTIES CONTRACTING WITH YOU ON THE SITE AND (B) ANY CLAIMS FOR INJURIES, ILLNESSES, DAMAGES, LIABILITIES AND COSTS (“LIABILITIES”) THAT YOU MAY SUFFER, DIRECTLY OR INDIRECTLY, IN FULL OR IN PART AS A RESULT OF THE ACTS OR OMISSIONS OF SUCH PAYORS OR THIRD PARTIES OR ANYTHING IN RELATION TO ANY CONTRACT OR TRANSACTIONS YOU MAY ENTER INTO WITH SUCH PAYORS OR THIRD PARTIES, WHETHER RELATED TO THE USE OF THE SERVICE AND/OR THE SITE. 10.2 GENERAL LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO AND HEREBY WAIVE AND RELEASE OUR COMPANY, ITS SUBSIDIARIES, AFFILIATES PARTNERS, OFFICERS, DIRECTORS, STAFF MEMBERS, STOCKHOLDERS AND AGENTS FROM ANY LIABILITIES ARISING FROM OR RELATED TO (I) ANY BREACHES, MISFEASANCE OR FAILURE TO DISCHARGE ANY DUTY OF CARE OR OBLIGATIONS ON THE PART OF ANY LANDLORDS OR THIRD PARTIES CONTRACTING WITH YOU ON THE SITE AND/OR (II) ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, (INCLUDING, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE SERVICE), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF JOMSETTLE EXCEED RM2000 .

10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS

TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WHILE RECEIVING AND PROCESSING PAYMENTS WE MERELY ACT ON THE INSTRUCTIONS OF OUR USERS AND WE SHALL NOT BE LIABLE FOR ANYTHING EITHER BEFORE PROCESSING OF THE PAYMENT OR AFTER WE HAVE PROCESSED THE PAYMENT.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

20. Links to Third Party Sites

The Site may contain links to third party websites that are not owned, operated, or controlled by us. We cannot and do not assume responsibility for the content, privacy policies, or practices of such websites or the companies that own or operate them. We cannot and will not censor or edit the content of any third-party site. By using the Site, you expressly relieve us from any and all liability arising from your use of any third-party website.

21. Intellectual Property

A. Ownership

(a) Everything located on or in the Site and the application is the exclusive property of our company or is being used with permission. Any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of this Site (or microsites) or the application without the express written permission of our company is prohibited. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

(b) This Site and the Application contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site and Application are protected by copyright as a collective work under the Malaysia copyright laws. We own the copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. You may download, print, and/or save copyrighted material for your personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express written permission of us or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, you will make independent attribution and/or agree to make no changes in or deletion

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(c) You will not upload, post or otherwise make available on this Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. We do not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of this Site, you warrant that the owner of such material has expressly granted our company the royalty free, perpetual, irrevocable, nonexclusive right and licence to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other Users to access, view, store or reproduce the material for that End User's personal use. You also grant us the right to edit, copy, publish and distribute any material that you make available on this Site and the Application.

B. Copyright Policy

Our company reserves the right to terminate its agreement with you or any other User who infringes third party copyright. If you believe that your materials has been copied, reproduced or otherwise dealt with by another party in a manner that may constitute copyright infringement, or if your intellectual property rights have been otherwise violated, please provide us with the following information:

- (a) a description of the copyrighted work or other intellectual property that you claim has been infringed
- (b) the nature of the authorization or relationship where it is alleged that a third party authorizes the infringement by another
- (c) where the material that you claim is infringing is located on the site
- (d) your full name, address, telephone number, and email address
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the lawful owner
- (f) a statement by you, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe any of your materials that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the advertisement or materials, you may send a counter-notice containing the following information to us:

(a) your full name, address, telephone number, and email address

(b) identification of the material that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

(c) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the contents removed

(d) A statement that you consent to the jurisdiction of the Malaysia courts and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we may send a copy of the Counter-notice to the original complainant informing that we will replace the removed content or cease disabling it within 10 business days unless an action is filed in court against you the content provider. If no action is filed by the original complainant in court, the removed content may be replaced, or access to it restored, within 10 to 14 business days or more after receipt of the counter-notice.

In accordance with copyrights and other applicable law, our company has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

22. Disclaimer of Warranty

Without prejudice to the foregoing, you expressly agree that use of this Site and the application is at your own risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Without limiting the foregoing, neither our company, its subsidiaries, affiliates or any of their respective staff members, agents, licensors, or any of their officers, directors, staff members or agents, warrant that use of the Site and the Application will be uninterrupted or error free; nor do they make any warranty as to (a) the results that may be obtained from use of this site, or (b) the accuracy, reliability or content of any information or service provided through this Site and the Application. The Site and Application are made accessible on an "as is" and "as available" basis. We hereby disclaim any representations, warranties and conditions, whether express or implied, including those to title non-infringement, merchantability, and fitness for a particular purpose.

The Site and the Application is controlled and offered by us from our offices in Malaysia. We make no representations that the Site and the Application are appropriate or available for use in other locations. Those who access or use the Site and the application from other jurisdictions will have to satisfy themselves and ensure that they comply with local law or regulations.

By posting or placing any information or other material such as but not limited to any pictures, photographs or videos in the Site (including but not limited to posting messages, uploading files, inputting data or engaging in any other form of communication), you automatically grant (or warrant that the owner of such content has expressly granted) to us a perpetual, royalty free, non-exclusive, irrevocable, unrestricted, worldwide licence to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any such materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to the Site alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sub licences.

23. Indemnity

You agree to defend, indemnify and hold harmless our company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Use, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third party rights, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any other information or content that is submitted via your account including without limitation misleading, false or inaccurate information; (vi) negligent or willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code or (viii) the acts, omissions and default of your agents or representative in relation to the Site and Services.

24. Termination

We may terminate or update these Terms of Use at any time, or suspend access to the Site immediately, without prior notice or liability, if you breach any terms of this Agreement in particular the terms at clause 2 herein or for any other reason. Without limiting the foregoing, we shall have the right to immediately terminate or suspend any of your passwords or accounts in the event our company considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

25. Additional Disclosures

No waiver by either you or our company of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of our Agreement is held invalid by a court or arbitrator of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect.

The provisions of these Terms of Use apply equally to and are for the benefit of our company, its subsidiaries, affiliates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

26. Miscellaneous

A. Entire Agreement

This agreement constitutes the entire agreement between the you and jomSETTLE and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and jomSETTLE, whether written or oral, relating to our Services.”. Further the following documents are incorporated into these terms and conditions-:

1. Privacy Policy
2. FAQ

In the event of any inconsistency between these Terms & Conditions and the above mentioned documents, these Terms & Conditions shall prevail.

B. Reservation of Rights

The failure of either party to exercise in any respect any right provided in this Agreement will not be deemed a waiver of such rights.

C. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

D. Assignability

This Agreement, and any rights and licences granted hereunder, are not assignable, transferable or sub-licensable by you except with our company’s prior written consent, but may be assigned by us without restriction. Any attempted transfer or assignment is violation hereof and shall be null and void.

E. Merger

Both parties agree that these Terms & Conditions and any other legal notices published by us on the Site or the Application, are the complete and exclusive statements of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter hereof, and that all modifications must be in a writing signed by us, except as otherwise provided herein.

F. Independent Contractors

No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever.

G. Governing Law

The Terms & Conditions or any legal relationship between you and us shall be governed by the laws of Malaysia without regard to its conflict of law provisions. Both you and we agree to submit to the non-exclusive jurisdiction of the courts of Malaysia. The United Nations Convention on International Sales of Goods shall not apply here.

H. Causes of Action

Any cause of action or claim you may have with respect to our company must be commenced within one (1) year after the claim or cause of action arises. If any action in law or in equity is necessary to enforce the terms of this Agreement, and/or our Privacy Policy herein, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

