

Last Modified: 26 Nov 2019

SERVICE AGREEMENT

Your registration with www.currenseek.com on behalf of your company (hereinafter collectively referred to as “you” or “your”) is confirmation that you have read, understood, accepted and agreed to the Terms and Conditions as listed below. These Terms and Conditions (hereinafter referred to as “this Agreement”) constitute a legal agreement between you and Intuitive Asset Sdn Bhd (hereinafter referred to as “the Company”).

1. The Company

The Company is a technology company that does not provide currency exchange services.

2. The Service

The Company provides a platform (hereinafter referred to as “the Service”) that, amongst other things, provides for currency exchange outlets to display their locations and services.

3. Representation and Warranties

By registering, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms and Conditions. You further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms and Conditions. You further confirm that all the information which you provide shall be true and accurate. When using the Service, you agree to comply with all applicable laws and regulations in force in the country of your location. You further agree, warrant, represent and undertake that:

- i. You are providing accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement;
- ii. You will use reasonable efforts to update the currency rates as and when they change, and respond to user bookings and other transaction requests or communications;
- iii. You will provide us with whatever proof of identity we may reasonably request or require to verify your company’s identity as defined by the laws of the country you operate;
- iv. The Company may rely on your information as accurate, current and complete. You

acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

v. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;

vi. You possess a valid license and are authorised to provide currency exchange services in the country of your location;

vii. You shall allocate sufficient resources to ensure your compliance with your obligations under this Agreement;

viii. You shall be solely responsible for any and all claims, judgments and liabilities resulting from any loss or damage as a result of the services you provide to the Service's users;

ix. You shall obey all local applicable laws related to the operation of your business including but not limited to all laws and regulations related to anti-money laundering and personal data protection and will be solely responsible for any violations of such local laws;

x. You will only use the Service for lawful purposes and for the purpose for which it is intended to be used;

xi. You will not use the Service to cause nuisance, annoyance or inconvenience or provide any unlawful material or for fraudulent purposes;

xii. You will not impair or try to harm the proper operation of the Service, nor impair or circumvent the proper operation of the network which the Service operates on;

xiii. You will not copy or distribute any content stored within the Service without written permission from the Company, consent of which shall not be unreasonably withheld;

xiv. You shall not employ any means to defraud the Company or enrich yourself through any means, whether fraudulent or otherwise, whether or not through any event, promotion or campaign launched by the Company;

xv. You will not make any false advertisements or create any false listings or make any false representations in relation to the information you display in the Service, including but not limited to exchange rates or the availability of currency inventory;

xvi. You are aware that when responding to users' requests for services, you will bear all standard telecommunication charges which apply;

xvii. You agree that the Service is provided on a best effort basis;

xviii. You agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time;

xix. You shall, at all times, not claim or cause any person to misunderstand that you are an agent, employee or staff of the Company, and the services provided by you are not, in anyway, to be deemed as services of the Company; and

xx. The Company is not responsible or liable for the acts and/or omissions of any

services you provide to the Company's registered users and for any actions of yours that go against the law or the rights of your customers as provided by the regulatory authorities.

4. License Grant

The Company and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, limited license to use the Service solely for the purpose of your business, subject to the Terms and Conditions of this Agreement. All rights are not expressly granted to you are reserved by the Company and its licensors. You shall not:

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way;
- ii. modify or make derivative works based on the Service;
- iii. reverse engineer or access the Service in order to
 - a. build a product or service that is similar to the Service;
 - b. build a product or service that competes with the Service;
 - c. build a product or service using similar ideas, features, functions or graphics of the Service;
 - d. copy any ideas, features, functions or graphics of the Service
- iv. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Service;
- v. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- vi. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- vii. remove any copyright, trademark or other proprietary rights notices contained in the Service.

You shall not use the Service to

- i. send spam or otherwise duplicative or unsolicited messages;
- ii. send, post or store infringing, obscene, threatening, libellous, or otherwise unlawful

- or tortuous material, including but not limited to materials harmful to children or that violates any third-party privacy rights;
- iii. send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
 - iv. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
 - v. attempt to gain unauthorized access to the Service or its related systems or networks;
 - vi. impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - vii. perform any actions that could possibly damage the Company's reputation or amount to being disreputable.

5. Payment Terms

Any fees which the Company may charge you for use of the Service are due immediately and are non-refundable. This policy shall apply at all times regardless of your decision to terminate your usage. If the Service is materially unusable by you due to a failure of the Service for a period of more than seven (7) of your working days, the period of your subscription will be extended by that number of days. The Company reserves the right to vary the list prices without having to obtain your prior approval to do so, but any variance in charges shall only apply upon expiry of your subscription and as mutually agreed.

6. Taxes

You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.

7. Mutual Confidentiality

You shall maintain in confidence all information and data relating to the Company, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of the Company (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from the Company, or any of its affiliated companies, or created in the course of this Agreement. You shall further ensure that you shall not disclose such information to any third-party nor use it for any other purpose. You shall only

disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement. The Company will only use your information and data in accordance with the performance of this Agreement and shall otherwise keep it confidential unless such information and data

- i. at the time of receipt was already in the Company's possession;
- ii. is, or becomes in the future, public knowledge through no fault or omission of the Company;
- iii. was received from a third-party having the right to disclose it; or
- iv. is required to be disclosed by law.

8. Intellectual Property

The Company and/or its licensors or partners own all rights, title and interest in the Service and all materials provided in connection with the Service, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights or photographs, and all intellectual property rights related to it. The Company owns exclusively all rights, title and interest to the content and information contained within the Service.

9. Non-Infringement of the Company's right

You agree that you will not be involved in or with any third parties in promoting or developing any applications, platforms or any other service that conflicts or infringes or potentially infringes the rights of the Company.

10. Amendments

The Company reserves the right to modify, vary or change the terms and conditions of this Agreement or its policies relating to the Service at any time as it deems fit or as required to conform to regulatory requirements. The Company will notify you of any significant updates and make best efforts to mutually agree on them.

11. Third Parties

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between

you and any such third-party. The Company does not endorse any applications or sites on the Internet that are linked through the Service, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. You recognise, however, that certain third party providers may require your agreement to additional or different terms and conditions, and the Company is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers. The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. You agree and allow the Company to compile and analyse information regarding you and your use of the Service on an anonymous basis to improve the Service or provide feedback to you on its use by you.

12. Indemnification

By agreeing to this Agreement upon using the Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- i. your violation or breach of any term of this Agreement or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein;
- ii. your violation of any rights of any third party;
- iii. your use (or misuse) of the Service; and
- iv. your failure to undertake security and other measures that are needed to ensure that your operating environment is not affected by cyber security threats.

13. Disclaimer

The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. Though the Company will take best efforts to ensure that the Service adheres to all required prevailing legal requirements including, performing periodic independent audits, the Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service. The Company does not represent or warrant that

- i. the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, though Company will make best efforts to mitigate and correct any such issues;
- ii. the Service will meet your requirements or expectations;
- iii. any stored data will be accurate or reliable;
- iv. the quality of any products, services, information, or other materials purchased or obtained by you through the Service will meet your requirements or expectations;
- v. errors or defects in the Service will be corrected, although best endeavours will be applied;
- vi. the Service or the server(s) that make the Service available are free of viruses or other harmful components. Nevertheless, the Company has measures in place to mitigate and ensure that the risks are at minimal levels.

14. Limitation of Liability

Any claims against the Company by you shall in any event be limited to the total value of all amounts actually paid by you in utilising the Service during the event giving rise to such claims. In no event shall the Company and/or its licensors be liable to you or anyone for any direct, indirect, punitive, economic, future special, exemplary, incidental, consequential or other damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). The Company and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have provided services for, including but not limited to loss, damage or injury arising out of, or in any way connected with the Service, including but not limited to the use or inability to use the Service. Responsibility for the decisions you make regarding services and products offered via the service, software and/or the Service (with all its implications) rests solely with and on you. You expressly waive and release the Company from any and all liability, claims, causes of action, or damages arising from your use of the Service.

15. Notice

The Company may give notice by means of a general notice on the Service, electronic mail to your email address in the records of the Company or by any other electronic means, or by written communication sent by Registered mail or pre-paid post to your address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by Registered mail or pre-paid post) or 1 hour after

sending (if sent by email or by any other electronic means). You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Service. Email or by any other electronic means is also acceptable with the proviso that a confirmation of receipt is acknowledged by The Company, in response to the notice.

16. Assignment

The agreement as constituted by the terms and conditions as modified from time to time may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company. Any purported assignment by you in violation of this section shall be void.

17. General

This Agreement shall be governed by Malaysian law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms and Conditions or the Service shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to. No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.

18. Termination

You hereby agree that the Company may terminate this Agreement at any time by giving one (1) month prior notice to you. Notwithstanding the generality of the provisions stipulated in this Agreement or anything to the contrary, the Company is entitled to terminate this Agreement immediately in the event that you are found to be in breach of any of the terms stipulated in this Agreement. For the avoidance of doubt, the termination of this Agreement shall not require the Company to compensate, reimburse or cover any cost incurred by you, including but not limited to any monies paid to the Company in the course of performing your obligations

under this Agreement. You may terminate this agreement by giving the Company one (1) month's notice of your intention to terminate.

19. Force Majeure

Neither party shall be responsible for failure to perform caused by reason of any act of God, labour dispute, non-delivery by supplier, fire, flood, legal action, governmental order or regulation or any other causes beyond its control.

20. Authority to Enter Into Agreement

Both parties declare that they are authorised to sign on behalf of their respective organisations and are authorised to enter into this Agreement.

21. Data Sovereignty

You agree that the Company shall own all data related to the Service's users, but that such data as is required by you to provide transactional services to the customer will be made available to you via the Service to which you have subscribed. The Company does not warrant that the information provided by the user is accurate or complete. You will ensure that you have verified and captured all required information that is made available via the Service within your own systems as required by prevailing regulations or law to provide your services.