

PaySlowSlow's Terms and Conditions

- A. The terms and conditions stated herein ("**Terms**") sets out the terms and conditions applicable to you (the "**Customer**") regarding the use of PaySlowSlow and PaySlowSlow's Website (as defined below) for an order with a Merchant Partner and/or Store Partner and constitutes a legal agreement between you and us, the Company (as defined below) governing your use of PaySlowSlow's Services and Website.
- B. By accessing PaySlowSlow's Website platform, registering for an Account, using PaySlowSlow's Services or otherwise dealing with us, you are deemed to agree to these Terms.
- C. We may amend these Terms from time to time without requiring your express or implied consent and without prior notice. All amendments to these Terms are effective upon publication on PaySlowSlow's website platform: <https://www.payslowslow.com>. You agree that it shall be your responsibility to review these Terms on the PaySlowSlow Website before making each PaySlowSlow Purchase. Your continued dealings with us, or use of your Account, the PaySlowSlow Services or Website platform after any amendments to these Terms is deemed your agreement to these Terms, as amended.

DEFINITIONS AND INTERPRETATION

The following definitions and interpretations shall apply to these Terms unless otherwise specified:

"Alternative Payment Plan" means an alternative Payment Plan devised by PaySlowSlow ("the Company") at its discretion in the event a Customer is unable to meet his or her payment obligations by the Due Date under the Approved Payment Plan.

"Approved Payment Plan" means the Payment Plan approved by the Company after processing a payment request from a Customer.

"Customer's Account" means an account of a Customer maintained by the Company within PaySlowSlow's website for the purpose of provision and facilitation of the Service.

"Due Date(s)" means the date(s) under the Approved Payment Plan by which the Customer is liable to make payment for the First Instalment and Subsequent Instalment(s).

"First Instalment" means the first instalment payment stated in the Approved Payment Plan immediately payable by a Customer to the Company upon issuance of an Approved Payment Plan.

"Late Payment Charge" means a charge imposed by the Company on a Customer where the Customer fails to pay any Subsequent Instalment(s) according to the Approved Payment Plan and within any accompanying grace period (where applicable).

"Order" means any or a combination of purchase of goods and/or services made by the Customer through the Store Partner's website or retail outlets which and the amount payable by the Customer for the goods and/or services.

"PaySlowSlow" means the system developed by the Company for the implementation and administration of an online instalment-payment solution which is integrated into the website, mobile application, retail outlet or social media pages of the Store Partner. The implementation and administration of the system includes (a) processing the Payment Request; (b) performing verifications and validation assessments on a Customer under Clause 6 of these Terms ; (c) processing personal and/or financial information relating to the Customer; (d) management of Customer's Accounts, (e) administering and monitoring payment transactions and other related functions in association with use of PaySlowSlow.

“PaySlowSlow’s Website” means <https://www.payslowslow.com>, including any of its mobile site, subdomains, APIs, apps and widgets therein.

“Payment Plan” means a plan detailing (a) the number of instalments; (b) the amount of each instalment to be made; and (c) the due dates of each instalment;

“Payment Request” means a request for the Selected Payment Plan made by a Customer at PaySlowSlow’s Website for the Company to provide the Service to the Store Partner identified by the Customer.

“Preferred Payment Method” means direct debit via a valid Malaysian bank account, e-wallet or eligible credit card(s) or debit card(s) which is/are identified and saved by a Customer as his or her preferred methods of payment on the Company’s Website.

“Refund or Cancellation Fee” means the fee to be charged by the Company on Customer for processing a request from a Customer for refund or cancellation of an Order via PaySlowSlow.

“Selected Payment Plan” means the Payment Plan selected by a Customer at the time of making a Payment Request.

“Service” means the instalment payment service of the Company provided or to be provided to a Store Partner identified by Customer to pay for an Order.

“Store Partner” or **“Merchant Partner”** means any goods and/or services provider who has been approved by the Company and who allows a Customer place an order on their website, mobile application, in their retail outlet or on social media and who is using PaySlowSlow as their payment partner to enable a Customer to make instalment payments in respect of Orders.

“Subsequent Instalment(s)” means one or multiple instalments payment stated in the Approved Payment Plan payable by a Customer to the Company after the First Instalment.

“The Company”, “We”, “Us”, “Our” or **“Ourselves”** or means PaySlowSlow Sdn Bhd (Company No. 202101015368), a company incorporated and existing in Malaysia with its registered address at B03-A-08, Menara 3A No. 3, Jalan Bangsar KL Eco City, Bangsar, 59200 Kuala Lumpur, Malaysia.

Unless the context otherwise requires, or as specifically provided otherwise, in the interpretation of these Terms: (a) headings are for reference only and shall not affect the interpretation or meaning of any provision of these Terms. (b) “written” and “in writing” include any means of reproducing words, figures or symbols in a tangible and visible form; (c) The singular includes the plural and vice versa; and (d) Any reference to a clause or party a reference to a clause or party to these Terms.

By using the Company’s Website, you agree that you have read, understood, accepted and agreed with these Terms. You further agree to the representations made by yourself below. If you do not agree to or wish to be bound by these Terms, you may discontinue using the Company’s Website.

Each time you use the Company’s Website, you reaffirm your acceptance of the then-current Terms.

By using the Company’s Website and/or downloading, installing or using any associated software supplied by the Company and/or relating to the Company whose overall purpose is to enable a Customer to establish a Customer’s Account with the Company and to use the Company’s website, you hereby expressly acknowledge and agree to be bound by the Terms, and any future amendments and additions to these Terms as published from time to time at PaySlowSlow’s Website.

We reserve the right to modify, vary and change the Terms or its policies relating to the Company’s Website at any time as it deems fit. Such modifications, variations and or changes to the Terms or its policies relating to the Company’s Website shall be effective upon the posting of an updated version of the Terms or its policies at the Company’s Website. You agree that it shall be your responsibility to review the Terms and the policies regularly. If you object to any modification, variation or changes, you may close your account. Continuing to use

the Company's Website after we publish changes to the Terms or its policy means that you are consenting to the modification, variation and changes.

"You" or **"Customer"** means a customer of the Store Partner who enters into a contract with the Store Partner for an order at the Store Partner's website, mobile application, retail outlet or social media and who elects to use PaySlowSlow to pay for the said Order. The Customer must be registered under PaySlowSlow's system in order to be eligible for the purpose of these Terms.

1. Representation and Warranties

- 1.1 By using the Company's Website, you expressly represent and warrant that you are legally competent to accept and agree to the Terms and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Company's Website is not available to persons under the age of eighteen (18) or such persons that are forbidden, incompetent or disqualified for any reason whatsoever to enter into a contractual relationship.
- 1.2 By using the Company's Website, you further represent and warrant that you have the right, authority and capacity to use the Company's Website and to abide by the Terms. You further confirm that all the information which you provide shall be true and accurate. Your use of the Company's Website is for your own sole, personal use. You undertake not to authorize or condone others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Company's Website, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Company's Website.
- 1.3 You may only access the Company's Website using authorized means. It is your responsibility to check and ensure that you have accessed the correct and updated version of the Company's Website for your device. The Company is not liable if you do not have a compatible device or if you have accessed the wrong or outdated or cached version of the Company's Website to your device. We reserve the right not to permit you to use the Company's Website, should you use the Company's Website with an incompatible or unauthorized device or for purposes other than which the Company's Website is intended to be used.
- 1.4 By using the Company's Website, you agree that:
 - (a) You will only use the Company's Website for lawful purposes;
 - (b) You will only use the Company's Website for the purpose for which it is intended to be used;
 - (c) You will not use the Company's Website for sending or storing any unlawful material or for fraudulent purposes;
 - (d) You will not use the Company's Website to cause nuisance, annoyance or inconvenience;
 - (e) You will not use the Company's Website for purposes other than facilitating the Service;
 - (f) You will not impair the proper operation of the network;
 - (g) You shall not intentionally or unintentionally cause or attempt to cause damage to the Company's Website;
 - (h) You will not try to corrupt the Company's Website in any way whatsoever;
 - (i) You will not copy, or distribute any content within the Company's Website without written permission from us;
 - (j) You will only use the Company's Website for your own use and will not resell it to a third party;
 - (k) You will keep secure and confidential your Customer's Account details or any identification we provide you which allows access to the Company;
 - (l) You will provide us with whatever proof of identity we may reasonably request or require;
 - (m) You agree to provide 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 these Terms. You agree that 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 these Terms and your use of the Company at any time with or without notice.

2. About PaySlowSlow

- 2.1 PaySlowSlow is a payment method and system to be made available by a Store Partner to a Customer who desires to opt for instalment payments for their Orders.
- 2.2 The Company does not act as a partner and/or agent of a Store Partner (except in respect of administration of any refunds on behalf of a Store Partner).
- 2.3 At all times, the Company is not authorised to represent or bind or pledge the credit of any Store Partner or Customer in any way. We are not responsible for any Store Partner's failure to deliver or render its service under any Order. Any dispute arising out of or in connection with the performance or the omission thereof is solely between the Store Partner and the Customer.
- 2.4 The Company does not in any way directly or indirectly affect, dictate or control any representations made or quality or performance of the services offered by a Store Partner.
- 2.5 For avoidance of doubt, you acknowledge and agree that the Service and the Payment Plan offered by the Company does not constitute a lending or credit facility and the Company does not provide any loan or credit to any Store Partner or Customer. These Terms do not constitute a loan agreement.

3. How It Works on PaySlowSlow's Website

- 3.1 The following broad steps will take place:
 - (a) The Customer will go to PaySlowSlow's website, whereby the Customer will be asked to fill in their full name as per their Malaysian identity card (IC), IC number, and email address.
 - (b) PaySlowSlow's website will automatically check all the information provided by the Customer;
 - (c) The Customer shall agree to the terms and conditions by clicking on the "Terms & Conditions" tab;
 - (d) The Customer shall be prompted to fill in their phone number for a one-time-password (OTP) issuance by PaySlowSlow;
 - (e) The Customer shall be prompted to fill in their credit card information including a credit card number, expiry date, credit card's CVV number, the card holder's name and country;
 - (f) PaySlowSlow's payment gateway partner will provide a TAC verification and verify the country issuer of the credit card details provided;
 - (g) The Customer shall then proceed to confirm the instalment plan of four (4) months total, and the Customer's dashboard will display the next three (3) instalment amounts and dates after deducting the first instalment;
 - (h) If the Customer is not a validated Customer, the Customer has a option to initiate EKYC and proceed to be a validated Customer; and

4. Eligibility of Customer

4.1 In order to be eligible to use PaySlowSlow, you must:

- (a) Be at least 18 years old at the time you use PaySlowSlow;
- (b) Be a natural person and not a company, partnership or commercial entity;
- (c) Be a resident of Malaysia;
- (d) Have a valid email address belonging to you and of which you are the registered user;
- (e) Have a valid mobile phone number issued by a Malaysian telecommunications provider or carrier and registered in your name;
- (f) Have a valid credit card or debit card or a valid bank account (in Malaysia); and
- (g) Be capable of entering into a legal binding contract.

Notwithstanding above, the Company reserves the right to reject any request to use PaySlowSlow without assigning any reason.

5. Customer's Account

5.1 As a Customer, when you choose to pay using PaySlowSlow, you automatically consent to the creation of a Customer's Account with PaySlowSlow and the terms and conditions contained herein.

5.2 When you use PaySlowSlow for the first time, a Customer's Account will be created after the Customer fills in his/her personal details. The Customer will be prompted to accept PaySlowSlow's terms and conditions by clicking on the "Terms & Conditions" tab. Once your Customer's Account has been successfully set up, you will be set to use PaySlowSlow to pay for subsequent purchases.

5.3 To set up a Customer's Account, you are required to provide the following personal information for the creation of your Customer's Account:

- (a) Your full name as per IC;
- (b) A valid email address which belongs to you and of which you are the registered user;
- (c) IC number; and
- (d) A valid mobile phone number issued by a Malaysian telecommunications provider or carrier and registered in your name.

5.4 In providing your personal information, you agree not to provide the Company with any information that is false, misleading, untrue or inaccurate in its nature (including any claim of false identity).

5.5 You agree to keep your personal information up to date and notify us promptly and immediately of any change in your personal details by updating your Customer's Account or by contacting us via email at hi@payslowslow.com.

5.6 To use PaySlowSlow, you are required to have a valid Malaysian bank account, eligible credit card(s) or debit card(s) which is/are identified and saved by you as your preferred methods of payment, i.e.: Preferred Payment Method. In inputting and saving the details of your Preferred Payment Method on PaySlowSlow's Website, you agree that we may verify and authorize your Preferred Payment Method details when you first register and save the Preferred Payment Method on PaySlowSlow's Website as well.

5.7 You may change your Preferred Payment Method at any time by emailing hi@payslowslow.com but you will not be able to remove existing Preferred Payment Method details until all outstanding payments or monies due associated with your Customer's Account (including any fees and charges) have been made.

5.8 You may close your Customer's Account at any time by emailing the Company at hi@payslowslow.com, provided that:

- (a) There are no outstanding payments or monies due associated with your Customer's Account (including any fees and charges). You shall not close your Customer's Account unless and until all any outstanding payments or monies due have been made;

- (b) There are no outstanding disputes between you and us or any Store Partner;
 - (c) There are no outstanding refunds from a Store Partner that are still pending processing; and
 - (d) You are not subject to any investigation by any authorities to our knowledge or as reasonably determined by us.
- 5.9 You are not allowed to create, open or use multiple Customer's Accounts, either in your own name or another person, and/or impersonate any other person or entity or otherwise misrepresent your affiliation with a person or entity in respect of your Customer's Account.
- 5.10 You agree to be responsible for your Customer's Account, its use and ongoing security, and shall not permit any unauthorized person or other entity to access your Customer's Account at any time unless required by law.
- 5.11 You further agree to use your Customer's Account in a responsible and lawful manner and not use your Customer's Account to procure any services that are illegal or unlawful in nature or in a manner that contravenes any laws and regulations of Malaysia.
- 5.12 At all times, we reserve the right to investigate suspicious behaviour associated with relating to and in relation to your Customer's Account or any transactions conducted through your Customer's Account.
- 5.13 We further reserve the right to suspend your Customer's Account, cancel your Instalment payment request or transaction and report to the authorities should your Customer's Account or any transactions conducted through your Customer's Account is at any time associated with any suspicious behaviour.
- 5.14 At all times, we maintain our discretion to terminate your Customer's Account without your consent or prior notice if we reasonably determine that:
- (a) any Customer's Account associated with you is being used by a third party or has been compromised in any way whether as a result of your actions or inactions or otherwise;
 - (b) you are using PaySlowSlow inappropriately, illegally, or against the spirit of these Terms;
 - (c) you fail or omit to pay any outstanding debts to us; or
 - (d) it is necessary to protect the integrity of the PaySlowSlow's Website or to prevent fraud or otherwise protect them against legal, regulatory or non-payment risk,

and in such a case you may not be able to open another Customer's Account in PaySlowSlow for any period or time that is deemed appropriate by us.

6. The Company's Assessment Process

- 6.1 You agree to authorise us and our agent to conduct real-time background assessment and/or credit checks or any other relevant checks on your credentials, devices, historical data based on data provided by you as well as data acquired from a Store Partner and any other third parties.
- 6.2 We have sole and absolute discretion in carrying out this assessment process and we reserve our right to conduct the assessment process or otherwise. We are not obliged to disclose to you or any other Customer the outcome or results of our assessment or provide any reason or justification for rejection of your Instalment payment request.
- 6.3 Should you fail to meet the eligibility requirements set out in these Terms on an ongoing basis, or fail to make payment as per your Approved Payment Plan, PaySlowSlow may suspend, block, withdraw, terminate, close or otherwise render inoperable your Customer's Account or any transaction associated with your use of PaySlowSlow.
- 6.4 We have sole and absolute discretion in respect to any actions to be taken or determinations to be made in connection with these Terms, including to approve or reject your Instalment payment request at any time for any reason whatsoever, whether based on our internal risk assessment process or

otherwise, and our determination shall be binding and conclusive. We are under no obligation to disclose to you any reasons for any rejection or cancellation of any Instalment payment request or even any rejection or cancellation after an Instalment payment request has been approved.

6.5 Where we reject or cancel any Instalment payment request for any reason, you may contact us via email at hi@payslow.com to appeal against our decision. Notwithstanding so, unless and until an alternative decision has been expressed by us, all decisions made by us shall be binding and conclusive.

6.6 We reserve our right to suspend or cancel the processing of any transaction, even after the Instalment payment request has been approved, where we reasonably believe that the transaction may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the Terms. You hereby agree to provide full and complete cooperation to us in relation to any financial crime screening and/or investigation that is required and to assist us in complying with any prevailing laws and regulations in place.

7. Payment to the Company

7.1 You agree that we are rightfully entitled to collect the payment from you in accordance with the Approved Payment Plan and you agree to pay us in accordance with and by the due date stipulated in the Approved Payment Plan.

7.2 You are advised to retain a copy of the Approved Payment Plan for your own records.

7.3 You will also receive a copy of the Approved Payment Plan which will be emailed to your registered email. You are required to pay us on time and by the Due Dates according to the Approved Payment Plan.

7.4 You agree to pay us with the Preferred Payment Method.

7.5 Upon issuance of the Approved Payment Plan, your Preferred Payment Method will be charged automatically for the First Instalment. Subsequently, your Preferred Payment Method will be charged automatically on the Due Dates for the Subsequent Instalment(s). You can elect to pay your Subsequent Instalment(s) before the Due Date.

7.6 You hereby expressly consent to and authorize us to:

- (a) initiate recurring debit card payments; or
- (b) initiate recurring credit card charges; or
- (c) initiate direct debit recurring charges from your bank account,

for the amounts, and on the Due Dates, set out in the Approved Payment Plan from your Preferred Payment Method.

7.7 You hereby agree that all Subsequent Instalment(s) will be automatically charged via your Preferred Payment Method in accordance with the Approved Payment Plan. You further consent to authorize us to initiate further attempts to charge from your Preferred Payment Method should said automatic charges were not successful.

7.8 You acknowledge that you are giving us the ability to collect or reverse variable payment amounts through your Preferred Payment Method, in accordance with your Approved Payment Plan and the terms of these Terms.

7.9 You agree to be bound by any rules that your debit or credit card issuer requires for pre-authorized debit or credit card transactions. You are responsible for all fees charged by your card issuer associated with the instalment payment and we shall not be held responsible for any disputes between you and your card issuer.

7.10 You agree to update all changes to your saved credit or debit card information via your Customer Account or by contacting hi@payslowslow.com. If you do not update your bank account, credit or debit card information and we are unable to charge your credit card or withdraw funds from your debit card or bank account for the amount due, you agree that you may be subject to fees or charges assessed by your card issuer which shall be borne by you.

7.11 You hereby undertake and covenant to execute all documents, do all acts and things as may be required by us from time to time for the transactions and actions contemplated in clauses 7.1 to 7.11 above.

8. Alternative Payment Plan

8.1 You consent and agree to the Approved Payment Plan and to make payment to us by the Due Date stated therein:

- (a) At all times, you are fully responsible to make payment to the Company in accordance with the Approved Payment Plan. We are not obliged to send you any reminders;
- (b) Should you anticipate that you may not be able to meet your payment obligations in accordance with the Approved Payment Plan, you must notify us as early as possible before the due date for the earliest upcoming instalment that you are not able to pay by contacting us at hi@payslowslow.com;
- (c) We have sole and absolute discretion to consider your notification and to devise an Alternative Payment Plan;
- (d) You agree and acknowledge that when you contact us to notify us of any inability to meet your payment obligations, you may or may not receive an acknowledgement of receipt from us. You are aware and agree that mere acknowledgement of receipt of your notification by PaySlowSlow does not amount to an Alternative Payment Plan;
- (e) You agree that in the event you do not receive any response or notification for an Alternative Payment Plan from us by the Due Date for the earliest upcoming instalment that you are not able to pay for, you are obliged to abide by the original Approved Payment Plan;
- (f) You agree that in the event you do receive a response or notification of an Alternative Payment Plan from us, until and unless we and you expressly agree to the proposal for an Alternative Payment Plan, you remain liable to pay us in accordance to the original Approved Payment Plan. Where no agreement for an Alternative Payment Plan has been agreed by both parties by the original Due Date, you are obliged to pay us in accordance to the original Approved Payment Plan and you further agree to remain liable for any payments that are outstanding by the original due date;
- (g) We are not responsible for any defaults due to any delays in responding to a notification by you concerning your inability to meet the Approved Payment Plan;
- (h) You acknowledge and agree that the Service and the Payment Plan offered by PaySlowSlow is not a loan and there is no interest associated with the use of this feature; and
- (i) We do not give any express warranty or guarantee as to the suitability, reliability or availability of the PaySlowSlow feature.

9. Late Payment Charges

9.1 Where any Subsequent Instalment(s) is due or not paid in full in accordance with the Approved Payment Plan or Alternative Payment Plan, Late Payment Charges shall be imposed on you as per Schedule 1.

9.2 Furthermore, in the event that any Subsequent Instalment(s) is due or not paid in full accordance with the Approved Payment Plan or Alternative Payment Plan, we reserve the rights to:

- (a) suspend you from making further Orders;
- (b) attempt to charge you as per your Preferred Payment Method at any time, including at any later time or date for any outstanding Subsequent Instalment(s) and/or Late Payment Charges;
- (c) offset any outstanding Subsequent Instalment(s) and/or Late Payment Charges associated with these Terms against any amounts that we or PaySlowSlow may owe to you;

- (d) pursue and recover any outstanding sums due and owing to us (including any fees and charges) in connection with these Terms through third-parties and relevant legal means and any other recourse available to us;
- (e) notify any credit reporting agency or bureau located in any jurisdiction or any agency or bureau that reports such credit reporting information to any companies, and identify any outstanding debts against your known details to us; and
- (f) notify the relevant statutory or governmental authorities regarding the outstanding debts and your identity where required under Malaysian laws.

10. Refund and Cancellation

- 10.1 If the Store Partner decides to cancel your Order, or should you decide to cancel or request for a refund for your Order with the Store Partner (to the extent accepted or permitted by law and as per the Store Partner's refund and cancellation policy, where applicable), you will first make a direct request to the Store Partner. The Store Partner will then communicate and forward your request to us.
- 10.2 The Company reserves the right to charge a Refund or Cancellation Fee in respect of any requests for refund or cancellation of Orders.
- 10.3 You acknowledge and agree that:
- (a) The request for refund or cancellation must be made within the period specified and in the manner required by the Store Partner's refund and cancellation policy (where applicable) or as otherwise permitted by us;
 - (b) We merely act as an agent between you and the Store Partner;
 - (c) Once the refund or cancellation has been approved by the Store Partner, the Store Partner will issue a refund to you through PaySlowSlow;
 - (d) Notwithstanding that the Store Partner has agreed to a refund or cancellation of your Order, you will remain liable to us for any outstanding payment(s) incurred by you;
 - (e) You will also be subject to a Refund or Cancellation Fee of RM0 or such other amount to be notified by us;
 - (f) We shall be entitled to deduct and set off the Refund or Cancellation Fee any outstanding instalment payment(s) from the refund from the Store Partner. Where there is excess fund after deducting the said outstanding payments, fees and charges, we will refund the balance to you;
 - (g) Where there is still any outstanding payment owed to us by you after deducting the payment, fees and charges owed by you, you will continue to fulfil your payment obligations to us until such outstanding amount is paid off fully and completely.
- 10.4 If you have placed a non-refundable Order with the Store Partner, you acknowledge and agree that in the event that you cancel such an Order, you will still be liable to make payment to us in line with your Approved Payment Plan.

11. License to Use

- 11.1 The Company hereby grants to you a non-exclusive, non-transferable, non-assignable, personal, limited license to use PaySlowSlow's Website, solely for your use of PaySlowSlow's Website, subject to the Terms herein. All rights not expressly granted to you are reserved by us.
- 11.2 You shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party PaySlowSlow's Website in any way; (b) modify or make derivative work based on PaySlowSlow's Website; (c) reverse engineer to access PaySlowSlow's Website in order to (i) build a competitive product or service; or (ii) build a product using similar ideas, features, functions or graphics of PaySlowSlow's Website and/or the Software; or (iii) copy any ideas, features, functions or graphic of PaySlowSlow's Website and/or the Software; or (iv) post, distribute or reproduce in any way any copyright material, trademarks or other proprietary information without obtaining the prior consent of the owners of such proprietary rights; (v) remove any copyright, trademark or other proprietary rights notices contained in PaySlowSlow's Website.

12. Intellectual Property Rights

- 12.1 The Company owns all right, title and interest, including all related intellectual property rights, in and to PaySlowSlow's Website and any suggestions, ideas, enhancement, requests, feedback, recommendations or other information provided by you or any party relating to PaySlowSlow's Website.
- 12.2 This Terms does not convey to you any rights or ownership in or related to PaySlowSlow's Website and/or any intellectual property rights owned by us. PaySlowSlow's name, logo, Website, the product names associated with PaySlowSlow's Website are trademarks of us, and no right or license is granted to use them.

13. Personal Data Protection

- 13.1 You agree and consent to the Company using and processing your Personal Data for the Purpose and in the manner as identified hereunder.
- 13.2 For the purposes of these Terms, "**Personal Data**" means information about you, from which you are identifiable, including but not limited to your name, identification card number, passport number, nationality, address, telephone number, credit or debit card details, gender, date of birth, email address, or any information about you which you have provided to us in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by us from time to time and includes sensitive personal data.
- 13.3 The provision of your Personal Data is voluntary. However, if you do not provide us your Personal Data, your request for access to PaySlowSlow's Website may be incomplete and we will not be able to process your Instalment payment request or the Purpose outlined below and may cause us to be unable to allow you to use PaySlowSlow.
- 13.4 We may use and process your Personal Data for its business and activities which shall include, without limitation the following ("**the Purpose**"):
- (a) To perform our obligations in respect of any contract entered into with you;
 - (b) To provide you with any services pursuant to the Terms herein, including PaySlowSlow;
 - (c) To process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
 - (d) Process, manage or verify your Instalment payment request pursuant to the Terms herein;
 - (e) To validate and/or process payments pursuant to the Terms herein;
 - (f) To develop, enhance and provide what is required pursuant to the Terms herein to meet your needs;
 - (g) To process any refunds, rebates and or charges pursuant to the Terms herein;
 - (h) To facilitate or enable any checks as may be required pursuant to the Terms herein, including but not limited to credit checks;
 - (i) To respond to questions, comments and feedback from you;
 - (j) To communicate with you for any of the purposes listed herein;
 - (k) For internal administrative purposes, such as auditing, data analysis, database records;
 - (l) For purposes of detection, prevention and prosecution of crime;
 - (m) For PaySlowSlow to comply with its obligations under applicable laws;
 - (n) To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from us, our partners, advertisers and or sponsors;
 - (o) To notify and invite you to events or activities organised by us, our partners, advertisers, and or sponsors;
 - (p) To use and share your information on PaySlowSlow's Bad customer's website; and
 - (q) To share your Personal Data amongst any companies within our group of companies comprising any subsidiaries, associate companies or holding company and with our agents.

If you do not consent to us processing your Personal Data for any of the Purpose, please notify us at hi@payslowslow.com.

- 13.5 If any of the Personal Data that you have provided to us changes, for example, if you change your e-mail address, telephone number, payment details or if you wish to cancel your account, please update your details by sending your request to hi@payslowslow.com.

14. Third Party Interactions

- 14.1 During your use of the PaySlowSlow's Website you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party providers or sponsors showing their goods and/or services through PaySlowSlow's Website. 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. We do not endorse any applications or sites on the internet that are linked through PaySlowSlow's Website, and in no event shall PaySlowSlow be responsible for any content, products, services or other materials on or available from such sites or third-party providers. We provide PaySlowSlow to you pursuant to the Terms. You recognize, however, that certain third-party providers of transportation, goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and PaySlowSlow 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. You agree that it is your responsibility to take all precautions in all actions and interactions with any third-party providers, advertisers and/or sponsors you interact with through PaySlowSlow and/or advertising or marketing material supplied through PaySlowSlow.

15. Indemnification

- 15.1 By agreeing to the Terms, you agree that you shall defend, indemnify and hold us and our 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: (a) your use of PaySlowSlow's Website, your dealing with the third-party providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms or any applicable law or regulation, whether or not referenced herein or (c) your violation of any rights of any third party providers arranged via PaySlowSlow, or (d) your use or misuse of PaySlowSlow's Website.

16. Disclaimer of Warranties

- 16.1 THE COMPANY MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF PAYSLOWSLow'S WEBSITE. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PAYSLOWSLow'S WEBSITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) PAYSLOWSLow WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN PAYSLOWSLow'S WEBSITE WILL BE CORRECTED, OR (F) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) PAYSLOWSLow'S WEBSITE TRACKS YOU. PAYSLOWSLow MADE AVAILABLE TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES IN RELATION TO THE WEBSITE AND PAYSLOWSLow, 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. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF PAYSLOWSLow, INCLUDING BUT NOT LIMITED TO THE THIRD-PARTY

SERVICES OBTAINED BY OR FROM THIRD PARTIES THROUGH THE USE OF PAYSLOW SLOW AND/OR THE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF PAYSLOW SLOW'S WEBSITE, AND ANY THIRD-PARTY SERVICES, REMAINS SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO RECOURSE WHATSOEVER TO THE COMPANY.

17. Internet or Telecom Network Delays

- 17.1 PAYSLOW SLOW'S WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD-PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

- 18.1 ANY CLAIMS AGAINST THE COMPANY BY YOU SHALL IN ANY EVENT BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY YOU TO US DURING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WE 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). WE 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 USED PAYSLOW SLOW'S WEBSITE FOR, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH PAYSLOW SLOW'S WEBSITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE PAYSLOW SLOW AND/OR PAYSLOW SLOW'S WEBSITE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY REPRESENTATION, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDER OR SPONSOR WHOSE REPRESENTATION APPEARS ON PAYSLOW SLOW'S WEBSITE OR IS REFERRED TO IN PAYSLOW SLOW (IF ANY), EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Termination

- 19.1 Without prejudice to any rights of the Company accruing prior to the termination, we may terminate these Terms at any time and you shall not have any claim against us and we shall not be liable to you for any loss or damages. Without limiting the foregoing, we shall have the right to immediately terminate in the event of any conduct by you which we, in our sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms.

20. Governing Law

- 20.1 These Terms shall be governed by Malaysian law. Without prejudice to the aforementioned choice of law, the choice or conflicts of law provisions of any jurisdiction is expressly excluded. Any disputes, actions, claims or causes of action arising out of or in connection with these Terms or PaySlowSlow shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to.
- 20.2 If any provision of these Terms is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then such provision will be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability but the remaining provisions of these Terms will remain in full force and effect.

21. General

- 21.1 In the event there is any conflict or discrepancy between any of the provisions of these Terms and such other terms appearing elsewhere in PaySlowSlow's Website, these Terms shall prevail to the extent of such discrepancy and/or conflict.
- 21.2 These Terms may not be assigned by you without our prior written approval. We may assign these Terms and our rights under the Approved Payment Plan without your consent. Any purported assignment by you in violation of this Section shall be void.
- 21.3 Upon the acceptance of these Terms, you consent and agree with PaySlowSlow's Privacy Policy as stated on PaySlowSlow's Website.

SCHEDULE 1

1. Order Creation Charges

Customers shall bear the following costs associated with each Order made:

- (a) Fees: Nil
- (b) Charges: Nil

2. Late Payment Charges

- (a) RM15 upon the non-repayment of Subsequent Instalments; and
- (b) an additional RM15 if any Subsequent Instalments and the Late Payment Charges in 2(a) above remains unpaid within 30 days,

where such Late Payment Charges shall be capped at RM150.

The Company may, in its sole and absolute discretion, waive such Late Payment Charges if the Company has reasons to believe that Customer Account is erroneously charged. Please provide the Company with such relevant evidence for its consideration at hi@payslowslow.com.