

# Term of Use

Welcome to the Speedpoint website <https://www.Speedpoint.com> ("Site") and/or Speedpoint mobile apps ("App") (collectively, the "Platform"). Speedpoint is an online digital goods and services platform that facilitates, among others, sale and purchase of games, related merchandise and such other items including but not limited to game cards, gift cards, and game top up between game publishers or merchants and buyers or customers.

These Terms of Use govern your rights and obligations, as users of the platform administered and managed by Speedpoint SDN BHD and its subsidiaries and affiliates (individually and collectively, "Speedpoint", "WE", "US" or "OUR"). Unless otherwise provided by Speedpoint, all new platforms introduced and managed by Speedpoint shall be governed by these Terms of Use.

By registering an account with Speedpoint and accessing any of the Platform, you acknowledge and accept that your usage of the Platform (or any of them) shall be governed by these Terms of Use and any other specific rules, procedures, terms and conditions as specified in the respective item's pages, which may be amended by Speedpoint at any time or from time-to-time at its absolute discretion. In the event of any inconsistency, the terms and conditions specified in the respective item's pages shall prevail. Your acceptance of these terms of use shall constitute a legally binding agreement between Speedpoint and you as the user.

We may amend, modify or update these Terms of Use from time-to-time. Any change we made to these Terms of Use in the future will be published and posted on the Platform and, where appropriate, notified to you by email, whereupon your continued access to the Platform and/or use of any of the Services shall constitute your acknowledgement, acceptance, and agreement of the changes we make to these Terms of Use. Please check back frequently to see any updates or changes to these Terms of Use.

## 1. Definitions

In these Terms of Use, the following words and expression shall have the following meanings unless the context otherwise requires:

1. Account: means your account duly registered with Speedpoint to facilitate you using the Services available on the Platform (or any of them);
2. Buyer: means a person who purchases items on the Platform;
3. Content: means all information, linked pages features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, tools, application services (including, without limitation, any mobile application services) or other materials made available on or through the Platform or its related services;

4. Intellectual Property: means all copyrights, trademarks, service marks, brand names, logos, copyrighted information and other intellectual properties belong to the corresponding owners/ publishers/ developers and/or Speedpoint, respectively;
5. Item(s): means any goods, product or service made available for sale on the Platform;
6. Legal Age: means the legal age capable of giving consent hereunder pursuant to the applicable laws in your jurisdiction.
7. Parties: means collectively, Speedpoint and you and “Party” shall mean any one of them;
8. Platform: means collectively, the web Platform presently known as Speedpoint.com, Speedpoint Android APP, Speedpoint iOS APP and such other web and/or mobile Platform administered and managed by Speedpoint;
9. Speedpoint Balance: means prepaid account owned by the Buyer which can be used solely for the purpose of purchasing items on the Platform.;
10. Service(s): means (a) the Platform; (b) the services provided on the Platform and client software made available through the Platform, including (but not limited to) selling/ reselling/ retailing/ purchasing games, related merchandise and items, games advertising/ publishing and games’ credit recharge/ top-up/ reload; and (c) the Content.
11. Submission: means any material, information or idea you provided to Speedpoint by any means;
12. Terms of Use: means these Terms of Use governing the use of the Services by you as may be amended at any time and from time to time as and when Speedpoint shall in its absolute discretion deems necessary and shall include: (i) any rules, procedures, Terms of Use for products, services or facilities, as determined by Speedpoint from time to time; and (ii) any documents, directives, correspondence and agreements referred to in these Terms of Use and forming a part hereof, together with any amendments made at any time or from time to time to any of the foregoing; and
13. User ID: means the unique user identification provided to you during registration of an Account.

## 2. Licence to Use

In consideration of you agreeing to these Terms of Use and your continuing observance and compliance of these Terms of Use, Speedpoint hereby grants you a non-exclusive, non-transferable licence to access the Platform and use the Services upon the terms and subject to the conditions stated herein.

## 3. Representations and Warranties

Each time when you access the Platform (or any of them), you irrevocably and unconditionally represent and warrant that you are of Legal Age. Should you be below the Legal Age, you must get permission from a parent or legal guardian to register an Account and that parent or legal guardian must agree and have consented to these Terms of Use on your behalf:

1. your personal information and the documentation submitted in this respect, including, without limitation, your full name, telephone number, correspondence address and email address, are true and accurate. You shall forthwith notify us in writing of any changes in your personal information;

2. you shall keep the password to the Account secure and confidential. You shall not at any time and under any circumstances reveal or disclose your password to the Account to any unauthorized party and shall take all steps to prevent the disclosure of the password to the Account to any unauthorized party;

You shall not, and agree and undertake to Speedpoint not to:

1. use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

2. directly or indirectly, use the Services for any commercial purposes, save as otherwise permitted by Speedpoint;

3. use the Platform or the Services (or any of them) to conduct any fraudulent, immoral or illegal activities or such activities that may infringe the intellectual property rights of third parties or obtain any advantage, benefit or secret profit from any third party;

4. use any Intellectual Property belonging to Speedpoint or any other third-party proprietors listed on the Platform, including, without limitation, trademarks or trade names, whether registered or not, without the prior written consent of Speedpoint;

5. take any action that may undermine or manipulate the feedback or ratings system;

6. be disruptive, be offensive or be a nuisance in any manner whatsoever to other users of the Platform or the employees of Speedpoint;

7. attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by us with respect to the Services and/or data transmitted, processed or stored by us;

8. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal or business information;

9. upload, email, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, 'junk mails', 'spam', 'chain letters', 'pyramid schemes' or any other unauthorized form of solicitation;

10. upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

11. interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;

12. take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
13. use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, regulation, code, directive, guideline or policy including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-fraud, anti-money laundering, counter-terrorism, unlawful proceeds and anti-corruption;
14. use the Services in violation of or to circumvent any sanctions or embargo administered or laws enforced;
15. reproduce, attempt to reproduce or counterfeit Speedpoint Balance and/or Items; and
16. directly or indirectly recruit and/or poach any customers obtained from the usage of the Platform.

#### 4. User ID

1. In order to access and enjoy full functions and features of the Platform and/or Services, you may be required to create and register for an account with Speedpoint by providing certain personal information. You hereby acknowledge and agree that Speedpoint may conduct credit checks on you including but not limited to checking with registered credit bureau or reporting agency(ies) for purpose of accessing your credit worthiness and you agree to execute all consent form(s) or to provide additional document(s) necessary for such credit check(s) if so required by Speedpoint.

2. A User ID will be provided to you, where you will be entitled to set the password and/or security code for your Account subject always to certain requirements as may be then notified. In registering with Speedpoint, you agree to provide accurate, current, and complete information about yourself, and to update that information if it changes; if you don't, we have the right to close your Account and any web pages and/or other pages and/or reports created under your Account with Speedpoint. If we rely on the contents of your application and accept you to use our Services, you irrevocably agree that you shall indemnify and keep us indemnified and hold us harmless for any expense, loss or damage that we may suffer arising from any inaccurate or false statement or misrepresentation of facts submitted by us to you. If you select a User ID that we, in our sole discretion, find offensive or inappropriate, we have the right to suspend or terminate your Account.

#### 5. Use of Services

1. You shall procure, at your own costs and expenses, the requisite equipment and software to connect and access the Platform and the ensuing use of the Services. You shall bear all charges and fees imposed by third parties in relation to and in connection with you connecting your equipment to the Platform (or any of them).

2. It is your primary responsibility to ensure that you are acquainted with the guidelines and procedures for the use of the Services that Speedpoint may issue from time to time. Speedpoint shall not be liable for any errors, losses or damages caused by your use of the Services.

3. It is your responsibility to secure the information of your Account. Any notification or confirmation received by Speedpoint from your Account shall be deemed to have been issued by you notwithstanding that such notification or confirmation may have been issued by a third party, whether authorized or otherwise, and you shall be bound by such notification or confirmation.

4. Speedpoint shall not be liable for acting on the notification or confirmation sent through your Account. Speedpoint shall not be obliged to investigate the authenticity or authority of persons effecting the notification or confirmation or verify the completeness of such notification or confirmation. Such notification or confirmation shall be deemed irrevocable and binding on you upon receipt by Speedpoint notwithstanding any error, fraud, forgery and lack of clarity or misunderstanding in respect of the terms of such notification or confirmation. You shall immediately notify Speedpoint upon receipt of incomplete, garbled or inaccurate data or information from Speedpoint. You shall also immediately notify Speedpoint upon receipt of any data or information which is not intended for you and you shall delete such data or information from your Account.

5. We may at any time or from time-to-time sub-contract and/or appoint our subsidiaries, affiliates, related entities and/or any third-party service provider(s) to operate the Platform and/or provide the Services and/or part thereof on our behalf at our absolute discretion. We shall have the rights to delegate, transfer, assign or novate, in whole or in part, our rights, benefit or obligations to our subsidiaries, affiliates, related entities or appointed third party service provider(s) without your consent and without notice to you.

6. Unless otherwise permitted by Speedpoint in writing, you shall not upload, post, email, transmit or otherwise make available any unauthorized or illegal activities on the Platform or directly to other users of the Platform.

7. You shall not upload, post, email, transmit or in any other manner whatsoever make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment, including, without limitation, the Platform.

8. You irrevocably and unconditionally allow and permit Speedpoint to send to your Account updates on services and events offered or provided by Speedpoint.

9. Third party links may be provided throughout the Platform. These links are provided as a courtesy only, and the sites they link to are not under our control in any manner whatsoever and you therefore access them at your own risk. We are in no manner

responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. We provide these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by us of any linked site and/or any of its content therein.

10. You acknowledge that by accessing or using the Platform, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the fullest extent permitted by applicable law, under no circumstances shall we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Platform.

## 6. Goods & Services

1. All items reflected in the Account are granted to you on a limited and revocable licence basis, use of which shall be in accordance with such terms as Speedpoint may impose from time-to-time.
2. The value of the items reflected in the Account does not represent any credit value in real currency. The items cannot be exchanged for real cash.
3. Unless otherwise permitted by Speedpoint in writing, you are prohibited from selling, transferring or otherwise disposing of the items to any other persons, whether within or outside the confines of the Platform (or any of them).

## 7. Availability of Services

1. We may release certain Services or their features in a beta or trial version, which may not work correctly or in the same way the final version may work, and we shall not be liable in such instances.
2. Speedpoint may from time-to-time require verification of your identity to confirm your ownership of your Account. This verification process is required for purposes including but not limited to: (i) fulfilling Speedpoint's obligations to the relevant authorities to combat against suspicious or unlawful activities, anti-money laundering activities and the funding of terrorism; (ii) enabling Speedpoint to take action when unauthorized usage of Speedpoint accounts has been detected; and (iii) resolving any disputes relating to the ownership of a Speedpoint account.
3. You hereby irrevocably authorize Speedpoint, whether acting on its own or through its third-party service providers, to make any inquiries and to collect any documentation that it considers necessary to verify your identity. As part of this verification process, Speedpoint shall request, and you shall provide to Speedpoint, information about yourself that is true, accurate, current and complete, and which can be verified through documentation that is legally recognized and accepted in the location in which such documentation is issued.

4. We reserve the right to change, modify, suspend or discontinue all or any part of the Platform and/or Services at any time or upon notice as required by applicable laws. We may also impose limits on certain features or restrict your access to parts of, or the entire Platform and/or Services in our sole discretion and without notice and any liability to you.

5. For enhancement and improvement purposes, Speedpoint may from time-to-time conduct software evaluation to assess the performance level of the Platform and/or Services. You hereby irrevocably grant to and authorize Speedpoint to conduct periodical review on your Account, including but not limited to assessing the activities and/or transactions carried out by you on the Platform or via your Account.

6. In addition to and not in derogation of the terms below, if you do not utilise the Services for a continuous period of twelve (12) months, Speedpoint may, at its absolute discretion, charge a fee for the maintenance of your Account.

#### 8. Disclaimers, Exclusions and Force Majeure

1. You agree and confirm that you shall not hold Speedpoint, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the Services or these Terms of Use.

2. The Services are usually available on a daily basis unless otherwise specified herein. Whilst we endeavour to ensure that the Platform and/or Services are secured, you acknowledge and agree that the entire risk arising out of the access, use or performance of the Platform and/or the Services shall remain with you to the fullest extent permitted by applicable law.

3. The Platform and/or Services are provided 'as is' and 'as available' basis without any warranties, claims or representations made by us of any kind either expressed, implied or statutory, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance, custom or trade usage. Without limiting the foregoing and to the fullest extent permitted by applicable law, we do not warrant that the Platform and/or Services or the functions contained therein will be available, accessible, uninterrupted, timely, secured, accurate, complete or error-free, that defects, if any, will be corrected, or that the Platform and/or the Server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, Trojan-Horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

4. To the fullest extent permitted by applicable law, in no event shall we be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise for:

1. (i) loss of use; (ii) loss of profits; (iii) loss of revenues; (iv) loss of data; (v) loss of goodwill; (vi) failure to realize anticipated savings, in each case whether direct or indirect; and

2. Any direct or indirect, incidental, special, consequential, exemplary damages, arising out of or in connection with the use of or inability to use the Platform or the Services, including, without limitation, any damages resulting therefrom, even if we have been advised of the possibility of such damages.

5. Speedpoint shall not be liable for any delay or failure to perform the Services, regardless of the cause of such delay or failure. Such causes may include but not limited to an Act of God, riot, civil commotion, strike (whether or not involving employees of Speedpoint), lockout or other labour disturbance, fire, war, acts of foreign enemies, power outage, pandemics, epidemics, network congestion, telecommunications failure, electrical power failures, or any fault, interruption, disruption or malfunction of equipment, tools, utilities, communications, computer (software and hardware) services or networks, government order or change in any law or regulation which renders the performance impractical.

6. You acknowledge, accept, and agree that all disclaimers, exclusions and limitations of liability set out in these Terms of Use represent a fair and reasonable allocation of risks and benefits of the agreement between Speedpoint and you, taking all relevant factors into consideration, including without limitation the value of the consideration provided to you by Speedpoint. You further agree that these disclaimers, exclusions and limitations shall be enforceable to the fullest extent permitted by applicable law.

## 9. Intellectual Property Rights

1. We grant you a limited and revocable licence to access and use the incidental software provided by us to you via the Platform as part of the Services. Use of such software is subjected to these Terms of Use. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code. You shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyse or remove components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the software or permit or encourage any third party to do so.

2. All proprietary Content and Intellectual Property displayed on the Platform are the exclusive property of Speedpoint and where applicable, third-party proprietors. No right or licence is granted directly or indirectly to any party accessing the Platform to use or reproduce any Intellectual Property, and no party accessing the Platform shall claim any right, title or interest therein. By using or accessing the Services, you agree to comply with the copyrights, trademarks, applicable intellectual property related legislations and all other applicable laws that protect the Services, the Platform and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform,

modify, adapt, rent, sell or create derivative works of any portion of the Services, the Platform or its Content. You also may not, unless with our prior written consent, mirror or frame any part or whole of the contents of the Platform on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3. Any Submission is not considered confidential by Speedpoint and may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing and marketing goods. By making a Submission to Speedpoint, you acknowledge and agree that we and/or other third parties may independently develop software, applications, interfaces, goods and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant to us and our successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence to develop the goods identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our Privacy Policy except to the extent that you make such personal information publicly available on or through the Services.

#### 10. Reliability of Platform

1. You are aware that all transactions conducted on the Platform are through telecommunication and data networks.
2. You are fully aware that your receipt of the notification from Speedpoint and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. You accept that Speedpoint cannot guarantee the prompt delivery of such notification or confirmation.
3. You acknowledge and confirm that you shall take all steps and measures to check and verify the transaction history of your Account.

#### 11. Account

1. You shall immediately notify Speedpoint if you are aware or believe your Account has been hacked or compromised.
2. You shall be liable for all transactions conducted through your Account at any time prior to the receipt by Speedpoint of your notification as stated in Clause 14.

#### 12. Disclosure of Information

1. Speedpoint shall be entitled and you irrevocably and unconditionally consents and authorises Speedpoint to the extent permitted by law, to disclose or release any information pertaining to you or your transactions through the Platform to such extent that Speedpoint may at its absolute discretion deem fit to:

1. such persons as Speedpoint may be required to disclose under the applicable law;
2. such other persons or entity pursuant to any governmental directive or order of the court;
3. enforce these Terms of Use;
4. respond to your requests for customer service; or
5. any other party whomsoever as Speedpoint deems fit.

2. Save as otherwise permitted in these Terms of Use, Speedpoint will not disclose your personal information to any other party without prior notification to you.

### 13. Applicable Laws and Indemnity

1. These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia without regard to the conflict or choice of law principles. Any dispute, legal action or proceeding arising out of or in connection with these Terms of Use shall be submitted to the jurisdiction of the Malaysian courts, unless Speedpoint in its own discretion chooses to submit the same for settlement via arbitration in Malaysia or otherwise.

2. Where required, you shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.

3. For cross-border transactions, you shall not violate the laws existing in the countries involved in the transaction.

4. You agree to indemnify, defend and hold us harmless, and our shareholders, subsidiaries, affiliates, related entities, directors, officers, agents, representatives, co-branders and employees (collectively, the 'Indemnified Parties') from and against any and all claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, the legal costs and dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (i) your violation or breach of any of these Terms of Use or any policy or guideline referenced herein; (ii) your use or misuse of the Platform or Services, or (iii) your breach of any laws or any rights of a third party.

### 14. Suspension, Termination, Cancellation of Services

1. The Services (or any part thereof) may be cancelled by Speedpoint at any time without prior notice to you. After cancellation, the Services (or any part thereof) may be reinstated in such manner and on such Terms of Use as Speedpoint may at its absolute discretion determine.

2. You may deactivate your Account at any time you notify us of your desire to do so, subject always to a closure fee as chargeable by us on you, if any.

3. Speedpoint reserves the right at all times to suspend or block access to and use of the Services (or any part thereof) for any reason whatsoever and for any length of time and upon any conditions that Speedpoint may at its absolute discretion determine. Grounds for suspension or termination may include, but not limited to:

1. the Account has been inactive for a consecutive period of 36 months or any other period as determined by Speedpoint;
2. having multiple user accounts or allowing unauthorized persons to access and use the Account;
3. in our opinion, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in the conduct of your Account or your use of the Platform and/or Services;
4. you are in breach or we have reasonable grounds to believe that you have breached any of these Terms of Use and/or any applicable terms and conditions as may be provided by Speedpoint from time-to-time, or have engaged in any conduct prejudicial to Speedpoint or in our opinion, your acts are prejudicial to Speedpoint's interest;
5. you are in breach of any acts, statute, laws, by-laws, rules, regulations, guidelines and/or policies by any authority, regulatory body or government agency;
6. you have acted in bad faith or with malicious intent, or that we have reasonable grounds to believe that your behaviour is harmful, of defamatory nature or abusive to other user, third parties and/or Speedpoint;
7. your name is listed under any regulatory watchlist (including but not limited to listing related to terrorism and terrorism financing under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA) and/or related to bribery and corruption under the Malaysian Anti-Corruption Commission Act 2009 (MACCA) and/or such other local, foreign or international laws and regulations of similar nature;
8. if we are required to do so pursuant to an order of a court or by any governmental or regulatory authority having the relevant jurisdiction;
9. you have submitted false documents or have declared false information during your registration with or application to Speedpoint; and/or
10. you fail to provide any additional information which we may request from you from time-to-time for verification purposes.

4. Use of the Platform, Services and/or Account for suspicious, fraudulent, illegal, harassing, defamatory, threatening or abusive purposes may be referred by us to the relevant law enforcement authorities without notice to you.

5. Upon cancellation or termination of the Services (or any part thereof):

1. where feasible, the unused Speedpoint Balance will be refunded to you. In the event refund is not feasible as determined by Speedpoint, you shall be entitled to utilize the Speedpoint Balance for a specific time of period as advised by Speedpoint, subject

to the Terms of Use here and any such terms and conditions as Speedpoint may determine;

2. you shall immediately pay to Speedpoint all outstanding fees and charges due and owing to Speedpoint, failing which Speedpoint shall have full discretion to commence civil actions against you, including without limitation, a claim for damages, specific performance and/or interim or injunctive relief;

3. Speedpoint may at its absolute discretion, decide not to act on any request received by Speedpoint after the effective date of termination;

4. Speedpoint may at its absolute discretion, decide not to act on any confirmation or request received by Speedpoint between the date of notice is given to you and the effective date of termination (if there is a lapse of time between the two dates); and/or

5. you hereby irrevocably and unconditionally authorise Speedpoint to deduct all money due and owing by you to Speedpoint (if any) from the moneys that are payable by Speedpoint to you.

6. Further to the above, in the event that your access and/or utilization of the Platform and/or Services is suspended, ceased or terminated by us due to suspicious, fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013, AMLATFPUAA and/or MACCA or any rules, regulations, policies and/or guidelines made thereunder), you will not be able to continue to utilize your Speedpoint Balance and shall not be entitled to obtain any money or refund whatsoever. It shall be lawful for Speedpoint to retain for an indefinite period, or deal at its own discretion with, or release to the relevant authorities, any money or refund (including your Speedpoint Balance) in accordance with applicable legislations, rules, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

7. Any provision of these Terms of Use which expressly or by implication is intended to continue to remain effective and binding on you after the deactivation of Account and/or the termination of Services, shall survive such termination.

## 15. Notices

1. All notices, demands, requests or other communications to be given or made under these Terms of Use shall be in writing, and shall be sufficiently given or made to the other party by serving such notice at or sending such notice by hand, registered post or electronic mail to the contact details as notified by one party to the other from time-to-time or via the communication channel made available on the Platform.

2. Notice shall be deemed given:

1. in the case of hand delivery, upon the receipt of written acknowledgment signed by the recipient;

2. in the case of registered post, five (5) business days after posting; and

3. in the case of email or the communication channel available on the Platform, on the day of transmission provided that the sender has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission.

3. Notwithstanding the above and in addition to the above methods of delivery, any notice or document or communication given by Speedpoint to you shall be deemed to be served in the following manner:

1. posting the notice or communication in the Platform;
2. notices placed through any media; or
3. any manner of notification as Speedpoint may at its absolute discretion determine.

#### **16. Waiver And Severance**

1. Any failure by Speedpoint to enforce at any time or for any period any one or more of these Terms of Use shall not be a waiver of them or of the right at any time subsequently to enforce these Terms of Use.

2. In the event that any provisions of these Terms of Use is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable Speedpoint shall amend that provision in such reasonable manner as would achieve the intention of Speedpoint or at the discretion of Speedpoint it may be severed from these Terms of Use and the remaining provisions remain in full force and effect.

#### **17. Variation**

1. These Terms of Use may be modified, added to, deleted or varied by Speedpoint by way of posting on the Platform or in any such other manner as Speedpoint may in its absolute discretion determine.

2. You agree that continued use of the Services shall constitute your acceptance of these Terms of Use (as modified and varied from time to time).

#### **18. Assignment**

You may not assign its rights under these Terms of Use without the prior written consent of Speedpoint.

#### **19. Binding Effect**

These Terms of Use shall be binding on your heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) you.

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