

TERMS OF SERVICE

1. Terms

We, Qashier Pte. Ltd., a limited liability company established under the laws of the Republic of Singapore, having its registered office at [128 Prinsep Street #01-01 S188655] (hereinafter referred as “Qashier“, “we“ or “us“).

These terms of service (“Terms“) are a legal agreement between you (“you,” “your”) and Qashier, to set out the terms and conditions for your use of Qashier’s Services. In these Terms, Qashier’s Services means Qashier's point of sale and any features, technologies, items, products, software, hardware, and other products, services, or functionality provided by those products or services, including the Qashier POS terminal (“Terminal”), Qashier Android applications (“Apps“) and qashier.co (“Website“) (collectively, the “Services”).

The person or organization entering into these Terms as a user of the Services, together with all individual users accessing the Services on that person's behalf (together, “you“, “Users“ or “Merchant”).

Qashier grants you a limited, non-exclusive, non-transferable, revocable license to use the Services (subject to your account type) in accordance with these Terms.

You are required to read our Terms from time to time. By accessing or using the Services, it shall be considered as your approval and acceptance to our Terms, thus, you agree to be bound under each provision stated in our Terms. If you do not agree with any term or provision in these Terms, please cease to use the Services.

All rights not expressly granted to Users in these Terms are reserved by Qashier.

2. Privacy Policy

The use and/or access of the Services will be subject to any provision as set out in the Privacy Policy on the Site, which can be accessed in qashier.co/privacy. By agreeing to these terms and conditions, we assume that you have read and agreed to the content of the Privacy Policy. The Privacy Policy and the terms and conditions are integral documents that need to be approved by the users before they can continue browsing on the Site and using the Services.

3. Amendments

We reserve our rights to make any amendment, revise and/or update our Terms from time to time and you agree to be bound by such revised and/or updated Terms. We will endeavour to notify you of such changes via email or by displaying a message when you next use the Services. If you continue to use the Services, your use will be governed by and subject to the updated Terms. If you do not agree with our amendment, revision and/or update on the provision in these Terms, please cease to access the Services.

From time to time, we may add, make changes to or remove altogether features or functionality of the Services. If you're using an App on our Terminal(s), you may need to install a new or updated version before you can receive the benefit of those changes. We may also decide to

cease providing all or some of the Services at any time, and nothing in these Terms is to be taken as a guarantee that the Services will always be available, either in its current form or at all, or that we will support, maintain or continue to offer the Services, or any version of them. Your use of the Services will always be governed by and subject to the updated Terms, regardless the addition, changes, or alteration of the the Services. In avoidance of doubt, such addition, changes, or alteration of the Services will not cancel the validity of these Terms, unless expressly stated by Qashier.

4. **Account Information**

You must be **(a)** an individual citizen at least 18 years of age and has the legal capacity to enter into binding agreements; or **(b)** a legal entity that is validly established under the law of relevant jurisdiction and having its legal domicile, represented by duly authorised representative and has legal capacity to enter into binding agreements, specifically with regards to the provision of the Services, in order to access and use the Services. You agree to provide true, accurate, current and complete account information during the registration process, and to maintain and promptly update your account information in order to ensure that it remains true, accurate, current and complete. You represent and warrant that you have the legal right to use any credit card, debit card or other payment method that you use in connection with the Services.

Note that if you fall into category number (b) and are in the capacity to act for and on behalf of a legal entity, you must obtain necessary approvals from such legal entity and other relevant third parties in connection with the usage and responsibility of (i) your action related to the Services; (ii) cost associated with the use of the Services; and (iii) your acceptance and compliance in accordance with these Terms. By continuing to use and/or using the Services, we assume that you already obtained all necessary approvals and are authorised to access the Services.

5. **Fees, Deposits and Taxes**

The subscription and transaction fees (“Fees”) charged for use of the Services are set out on the Services Agreement and are subject to change. We will endeavour to notify you (by email or by displaying a message when you next use the Services) at least 30 days before changing the Fees. Fees are non-refundable, including if you only use part of a month or year's subscription for the Services. Unless required by law and valid and binding court decisions within the jurisdiction, we will not provide refunds in connection with the Services due to termination of the Services by you or by Qashier, in accordance with these Terms.

Upon the execution of this Terms of Service, Merchant shall pay Qashier a Security Deposit (“Deposit”) for each Terminal, and/or for a Qashier Pay account, in the amount and by such date as may be specified in the Services Agreement. The Deposit shall be held by Qashier as a security for the due performance and observance by Merchant of this Terms of Service, and the fulfilment by Merchant of its obligations hereunder. Qashier shall be entitled as its option at any

time to offset any Fees or other charges due and owing by Merchant to Qashier under or in connection with this Terms of Service or any damages payable against the Deposit, including but not limited to, card chargebacks, tempering of Terminal(s), damages to Terminal(s) and/or loss of Terminal(s). Qashier's rights hereunder shall be in addition to and without prejudice to any other right of action or other remedy available to Qashier for the recovery for any fees or charges (including damages) payable by Merchant to Qashier. As soon as practicable after the termination of this Terms of Service, Qashier shall refund the Deposit without interest to Merchant less such sum as Qashier may be entitled to deduct hereunder.

All Fees are exclusive of taxes, and you indemnify and hold Qashier harmless against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.

6. **Billing Terms**

Qashier may offer Services to be paid for on a recurring basis ("Subscription Services") or on an as-used basis ("A La Carte Services" and, together with the Subscription Services, "Paid Services"). Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Qashier Account settings or as otherwise agreed in writing ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees").

Paid Service Fees may be paid by debit card or credit card. By paying with a debit card or credit card on a Qashier invoice, you authorise us to link the card to your account and to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your linked card.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time by writing to us at hello@qashier.co. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

7. **Acceptable Use Policy**

Qashier reserves the right to determine whether a user is qualified and acceptable to use the Services. In any case, Qashier may prohibit, prevent, or cancel access to the Services at any given time to any user, based on reasonable premise, which lies solely under the discretion of

Qashier without the obligation to disclose or explain to any party.

You are solely responsible for the utilisation of the Services in reasonable ways and agree that you will not hold Qashier responsible or liable for any claim, damage, and/or loss from the use of the Services. Without limitation, you agree that you will not associate the Services for any activity that may be considered, including but not limited, to:

- a. infringe or violate another party's intellectual property rights;
- b. violate any party's right of publicity or right of privacy;
- c. be illegal or promote or be in connection with, either directly or indirectly, any illegal activities;
- d. money laundering and/or terrorism financing activities;
- e. contain software viruses or any other computer codes, files, or programs designed to interrupt, destroy, manipulate, corrupt, or limit the functionality of any computer software or hardware or telecommunications equipment;
- f. resell the use of, or access to, or reproduce the Services to any third party; and/or
- g. to commit fraud, be deceptive, or misleading in any way.

Upon indication of the violation of the acceptable use policy, Qashier reserves the right to terminate the provision of the Services and perform account cancellation, without any obligation to refund, reimburse or repay the subscription fees and/or to be liable for any indemnification whatsoever, or to impose limits on your use of the Services. Qashier may also refuse to execute any transaction, order or payment if suspected that any monies have been obtained from illegitimate sources, or that any fraud or illegality is involved. Where possible, we will endeavour to give you at least 24 hours' prior notice and request that your usage is reduced before imposing any limits. Nevertheless, Qashier has the right to make any report to authorised government institutions and law enforcement institution upon indication of violation, as applicable.

8. Cancellation of Accounts

Qashier can cancel or suspend your account at any time if, at our sole discretion, you have committed a material or persistent breach of these Terms or any other terms applying to your use of the Services.

You are entitled to cancel your account with Qashier at any time. You may cancel your account by writing to us at hello@qashier.co and by returning the loaned Terminal(s) to a Qashier representative at Qashier's registered office address. Your account will only be considered as cancelled upon the return of all loaned Terminal(s) under the account. Should Qashier require to collect the Terminal(s) from another location other than Qashier's registered office address, a collection fee of \$50 will apply. If you cancel your account before the end of your current subscription month or year, your cancellation will take effect immediately and you will not be entitled to any refund of Fees paid in advance (unless we agree otherwise).

If your account is cancelled: **(a)** your account will be deactivated or deleted; **(b)** all of your

rights granted under these Terms will immediately come to an end; and (c) we may (but have no obligation to) delete your information and account data stored on our servers. We will also not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. It is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

9. **Qashier's Services are provided “As Is”**

The Services are provided on an “as is” and “as available” basis, and your use of them is at your sole risk. We will try to promptly address (during normal business hours) all technical issues that arise in connection with the Services.

We do not warrant that: (a) the Services will meet your specific requirements; (b) the Services will be uninterrupted, timely, secure, or error-free; (c) the Services will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; or (e) any errors in the Services will be corrected.

You acknowledge that Qashier may use third party suppliers to provide hardware, software, networking, connectivity, storage and other technology in order to provide the Services. The acts and omissions of those third party suppliers may be outside of Qashier's control, and Qashier does not accept any liability for any loss or damage suffered as a result of any act or omission of any third party supplier.

On behalf of itself and such third party suppliers, Qashier excludes any other warranties that may be implied or otherwise apply under statute or other applicable law, to the maximum extent permitted by law.

For your convenience, Qashier may include hyperlinks to other sites or content on the internet which are owned or operated by third parties. The linked sites or content are not under our control and Qashier is not responsible for any errors, omissions, delays, defamation, libel, lies, pornography, obscene content, inaccuracies or other material contained in the content, or consequences of accessing any related website as well as accuracy of the information, content, products or services offered by, or the information practices employed by sites linked to or from the Site. Since third party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

Please be advised that any link to other sites or content is not a form of endorsement or verification of such sites or content and you agree that your access to the use of linked sites or content is entirely at your own risk.

10. Qashier Pay Terms (“Payment Terms”)

Qashier Pay (“Payment Service”) is Qashier’s payment aggregator service that enables Merchants to accept cashless payments from customers for the payment of goods and services. We are not a bank and do not offer banking services. Our Payment Services allow you to accept payments from any SG-issued and most non-SG issued credit, debit and prepaid cards (“Cards”) bearing the trademarks of MasterCard International Inc. (“MasterCard”) and Visa Inc. (“Visa”) (collectively, the “Networks”), as well as other 3rd party payment providers such as WeChat Pay.

In order to serve in this role, we must enter into agreements (“Commercial Entity Agreement”) with payment providers, Networks, processors and acquiring banks. The Networks require that any person that signs up for a Qashier Pay Account to use Payment Services (a “Seller”) and processes more than Network specified amounts of Cards sales enter into an agreement directly with Qashier’s acquiring banks. By accepting or otherwise agreeing to these Payment Terms, you agree to the terms and conditions of the applicable “Commercial Entity Agreement” effective as of the date you process such specified amounts or as otherwise required by Qashier’s acquiring banks. If you fail to abide to any “Commercial Entity Agreement”, we may suspend or terminate your Qashier Pay Account.

You agree to pay the applicable fees and/or Security Deposits listed on our Fee Schedule for use of the Payment Services. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Security Deposit in your Qashier Pay account. You also grant us Recovery Authorisations, which we may utilise to recover fees you owe us. Subject to the General Terms and these Payment Terms, we reserve the right to change the Fees upon reasonable advance notice. All Fees, charges, and payments collected or paid through the Payment Services are denominated in Singapore dollars.

11. Our Liability is Limited

To the maximum extent permitted by law, Qashier shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, business, goodwill, use, data or other intangible losses (even if Merchant has been advised of the possibility of such damages), resulting from: **(a)** the use or the inability to use the Services (in whole or in part) or any technical malfunctions; **(b)** the cost of procurement of substitute goods and services; **(c)** unauthorised access to, or alteration of, your communications or data; **(d)** statements or conduct of any third party regarding the Services; **(e)** any other matter relating to the Services; **(f)** any breach by you of any of these Terms; **(g)** claims for infringement of copyright, trademark, trade secret or other intellectual property rights of a third party, right of publicity, right of privacy, or defamation; **(h)** violation by you of applicable law or any agreement or terms with a third party to which you are subject; and/or **(i)** any other matter regarding the Services and your access and use of it.

In any case, Qashier's maximum aggregate liability under or in connection with these Terms or

your use of the Services is limited to the amount of Fees paid by you in the past 12 months.

12. You are Responsible for Your Use of the Services and You Indemnify Us

You are responsible for all activities that result from the use of the Services through your account. You are responsible for maintaining the security of your account and password. Qashier will not be liable for any loss or damage that may result from any failure to keep usernames and passwords secure.

Additionally, Qashier is not responsible for the any risks of personal data and data security for the access of third-party sites linked to or from the Services. In such cases, Qashier shall be held free from responsibility for any damages or losses occurred upon the access of such links, including but not limited to any damages or losses related to viruses, spyware, malware, worms, trojans, faults, bugs, or any other damages. You agree that Qashier is not responsible, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. You indemnify Qashier against all forms of liability, actions, proceedings, demands, costs, charges and expenses which Qashier may incur or suffer as a result of use of the Services through your account or as a result of your failure to comply with these Terms.

13. No Malicious or Illegal Use

You must not: **(a)** use the Services in any unlawful manner, for any unlawful or fraudulent purpose, or in any manner inconsistent with these Terms; **(b)** infringe our intellectual property rights or those of any third party in relation to your use of the Services; **(c)** transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services; **(d)** use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; **(e)** collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running any of the Services; **(f)** disclose or distribute information relating to another User of the Services to any third party, or use any other User's information for any marketing purposes unless you have that User's express permission to do so; or **(g)** access or register User logins via bots or other automated methods.

14. Intellectual Property

You agree that the content and all other materials existing in the Services, including, without limitation, copyrights and other intellectual property rights in the artwork, graphics, photographs, texts, videos and audio clips, trademarks and logos available on the Sites (collectively the "Content") are owned by Qashier. You agree not to challenge or do anything inconsistent with such ownership. You are not permitted to copy, reproduce, reuse, re-transmit, adapt, publish, frame, post, upload, distribute, modify, broadcast or make derivative works of any Content in any way, including for any public or commercial purpose whatsoever, without the prior written consent of Qashier. No license is granted to you in connection with any

Content contained on the Services. In its sole discretion, Qashier, its affiliates or its licensors may seek to enforce their intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

You grant Qashier and our subsidiaries, affiliates, and successors a royalty-free, irrevocable, perpetual right to use (including for commercial purposes) information and/or data collected by Qashier through your use of the Services, provided that we aggregate or anonymise that information or data before using it.

Additionally, you also grant Qashier and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your content throughout the world in any media in order to provide and promote the Services, to the maximum period as allowed by the laws and regulations.

Other than these rights, Qashier claims no intellectual property rights in relation to the information or content you input into the Services.

You may provide us with comments, feedback or suggestions on the Services, and you agree that we will be free to use, modify and incorporate such suggestions without any obligation to you.

15. **Communication**

You consent to allow us to contact you through email, phone or SMS (or as otherwise indicated by you) and providing you with advertisements, marketing materials, update, newsletters, notices, and any other information to the contact address that you provide to us during registration and/or any other contact address from time to time.

16. **Verification**

To verify the Merchant's identity, Qashier may require additional information including without limitation the Merchant business registration / unique identification number, date of birth, and such other information or records as may be required for Qashier to comply with any contractual or compliance obligations (including obligations to comply with obligations relating to anti money laundering, know your customer and sanctions screening) as may be determined to be applicable by Qashier in our absolute discretion. Qashier may also ask for additional information to help verify the Merchant's identity and assess the business risk including business invoices, government issued identification, or a business license. Qashier may ask the Merchant for financial statements. Qashier may request for the Merchant permission to do a physical inspection at the Merchant's place of business and to examine books and records that pertain to the Merchants compliance with this Agreement. The Merchants failure to comply with any of these requests within five (5) days may result in a reduction in transaction limits, suspension or termination of this agreement. Qashier is authorised to retrieve additional information about the Merchant from third parties and other identification services.

17. Miscellaneous

We provide a customer service facility that is available (Monday - Friday, 9AM - 6PM) and accessible through the following:

Phone: +65 6962 2502

Email: hello@qashier.co

In the event that any provision of these Terms is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms shall not be affected.

In the event that any provision of these Terms is in conflict or contradicts with other agreements/policies or any other arrangements between Qashier and Merchant, the provision under these Terms shall prevail and supersede the previous agreements/policies or such other arrangements.

These Terms shall be governed by the laws of the Republic of Singapore.