

## Terms & Conditions - General

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Please read these Terms & Conditions carefully. By using our platforms (including but not limited to our website, mobile/web applications, online platforms) and services provided by Axiata Digital Capital Sdn Bhd (Company No. 201601006143) (1177069-D) ("**Boost Credit**") described in the Scope of Application below for the purposes of applying for and/or using PayFlex Services (as described below) (collectively, "**Services**"), you agree that you have read and understood the terms in these Terms & Conditions which are applicable to you. These Terms & Conditions constitute a legally binding agreement between you and **Boost Credit**. These Terms & Conditions apply to your use of the Services provided by Boost Credit to apply for and/or use the PayFlex Services. If you do not agree to the Terms & Conditions, please do not use, or continue using the Services.

Boost Credit may amend the terms in the Terms & Conditions at any time. Such amendments shall be effective once they are posted on our platforms including our website, web or mobile applications, and online platforms ("**Platforms**"). It is your responsibility to review the Terms & Conditions regularly. Your continued use of the Services after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

### 1. PAYFLEX SERVICES

PayFlex Services is an online payment solution service offered by Boost Credit (either solely or in collaboration with its partners) that enables customers to purchase for products from participating merchants on instalment basis. The PayFlex Services are offered to the customers via Boost Credit's (either directly or in collaboration with its partner(s) and/or affiliate(s)) collaboration with participating merchants and the service is offered in two forms, namely PayFlex (Factoring) and PayFlex (Financing). Please refer to our terms and conditions for more information on the PayFlex (Factoring) and PayFlex (Financing).

You are urged to carefully look at all the terms and conditions of the PayFlex Services. It is solely your responsibility to make sure that you agree to those terms and conditions before applying to enter into such a contract. Boost Credit is not accountable or to blame for any loss or harm you may suffer or incur as a result of the terms and conditions applying to any contract entered into by you with any third party in respect to the PayFlex Services or for any acts, omissions, errors, or defaults of any third party in reference to those terms and conditions.

### 2. SCOPE OF APPLICATION

These Terms & Conditions govern the business relationship between you and Boost Credit for the use of the Services, including the use of (i) Boost Credit's Platforms for the purposes of, amongst others, customer on-boarding to facilitate the submission of your application for the PayFlex Services, and/or the use of the PayFlex Services; (ii) Boost Credit customer identification and verification services; (iii) Boost Credit's credit-scoring

services for the purposes of processing your application for the PayFlex Services; and (iv) Boost Credit data analytics services for the design and offering of products of potential interest to you in the future.

### **3. DUTY OF CARE**

You must take all necessary precautions to make sure that any data, content, material, or information you offer are true, accurate, not misleading, free from viruses, spyware, malicious software, and anything which can have a contaminating, harmful or damaging impact on any part of the Services.

The personal information, including any username and password which may be provided by you in the course of using the Services should be kept confidential by you and not be disclosed to, or shared with anyone. If you choose to share these details with anyone, you are entirely liable for all activities undertaken by such third-parties by using such confidential information.

### **4. REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant that:

- you have full legal capacity and is authorized to enter, subscribe to, and use the Services upon the terms and conditions as stated in these Terms & Conditions;
- all information and documents furnished by you during your use of the Services are up to date, do not contain any untrue statement or omission which makes any statements made therein in light of the circumstances under which they are made misleading. You agree that Boost Credit 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, Boost Credit has the right but not the obligation to terminate your agreement with us and your use of the Services at any time with or without notice;
- you are not aware of any material facts or circumstances that have not been disclosed to Boost Credit which might, if disclosed, adversely affect Boost Credit's decision whether to approve your application for the PayFlex Services;
- you will only use the Services for their intended and lawful purposes;
- you will keep your account password or any identification we provide you which allows access to the Services secure and confidential;
- you agree to notify us immediately of any unauthorized use of your account or any other breach of security;
- you will not try to interrupt or harm the Services in any way;
- you will not attempt to commercially exploit any part of the Services without our

permission, including without limitation modify any of the Services' content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;

- you will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;
- you will not use the Services for sending or storing any unlawful material or for fraudulent purposes;
- you will not use the Services to cause nuisance or behave in an inappropriate or disrespectful manner towards Boost Credit or any third party;
- when using the Services, you agree to comply with all laws applicable to you and/or your use of the Services;
- you will not copy, or distribute our software or other content without written permission from Boost Credit;
- you will only use an access point or data account which you are authorized to use;
- you agree that the Services are provided on a reasonable effort basis;
- you agree that your use of the Services will be subject to our Privacy Policy; and
- you agree to assist Boost Credit with any internal or external investigations as may be required by us in complying with any prevailing laws or regulations in place.

## **5. PERMITTED USE OF THE SERVICES**

You cannot use the Services:

- in any unlawful, fraudulent, or commercial manner;
- to produce, check, confirm, update, modify or amend your own or another person's databases, records, or directories;
- to alter or reverse engineer any part of the Platforms and/or the Services;
- in a way that interferes with, disrupts, or imposes an unreasonable or disproportionately large burden on Boost Credit communications and technical systems as determined by us; and
- using any automatic computer code, process, program, robot, net crawler, spider, data processing, trawling or alternative 'screen scraping' computer code, process, program, or system.

## 6. TERMINATION

Boost Credit may terminate your use of our Services (including the Platforms) and/or any other services provided by Boost Credit from time to time for any reason or no reason, with or without notice. This Terms & Conditions, to the extent applicable, shall continue to govern all use of our Services and/or any other services provided by Boost Credit notwithstanding any termination, suspension, or cancellation.

## 7. EXCLUSION OF LIABILITY

Boost Credit make all efforts to ensure that the information, material, and knowledge displayed on-screen in the course of providing the Services is correct and to rectify any errors or omissions as soon as practicable when being notified of them. However, Boost Credit will not be held accountable if the information, material and knowledge from a third party is inaccurate or if there are any errors or omissions within the data, material and information.

Boost Credit do not warrant that the Services, and the contents will meet your requirements, be uninterrupted, timely or secure. Boost Credit holds no responsibility for losses or damages arising from an inability to access the Services that are beyond our control.

Note, Boost Credit's Services merely facilitate your application for the PayFlex Services and/or subscription for other products or services offered by Boost Credit and therefore Boost Credit will not be accountable or to blame for any losses or damages suffered or incurred by you or those damages or losses which were not predictable when you use the Services. You are solely responsible for making your own assessment when accessing and using the Services and the contents and you agree that your access and use thereof shall be at all times at your sole risk.

You are also urged to carefully look at all the terms and conditions of the PayFlex Services. It is solely your responsibility to make sure that you agree to those terms and conditions before applying to enter into such a contract. Boost Credit is not accountable or to blame for any loss or harm you may suffer or incur as a result of the terms and conditions applying to any contract entered into by you with any third party in respect to the PayFlex Services or for any acts, omissions, errors, or defaults of any third party in reference to those terms and conditions.

## 8. INDEMNITY

You hereby agree to fully indemnify, defend, and hold Boost Credit, our officers, directors, employees, agents, and servants harmless against all damages, losses, expenses, and costs (including legal costs and disbursements) which we may have suffered or incurred, whether directly or indirectly, in connection with or as a result of your breach of any of the provisions under this Terms & Conditions.

## 9. NOTICE

Any claim or notice to you under these Terms & Conditions may be in writing through

letters, emails or short messaging service, in-app or other such notifications and where applicable, is to be signed by any authorized officer or law firms acting on behalf of Boost Credit.

Any of the claim or notice if delivered via post is to be considered received by you five (5) days after postage and delivery by person is to be considered received on delivery time, even if the claim or notice is returned due to non-delivery or unclaimed.

Notices that need to be given to Boost Credit under these Terms & Conditions are to be in writing, signed by you and emailed to Boost Credit at [creditinfo@myboost.co](mailto:creditinfo@myboost.co).

## 10. FORCE MAJEURE

Boost Credit is not required to undertake its obligations if it is prohibited from doing so as a direct or indirect result of any natural disasters, pandemic, riots, public unrests, terrorist acts, labor strikes, lock out, fires, floods, accidents, machine or computer failures/computer system or anything out of the reasonable control of Boost Credit.

## 11. GOVERNING LAW

These Terms & Conditions are subject to and are to be interpreted according to the laws of Malaysia and the parties hereby agree to be subject to the exclusive jurisdiction of the Courts of Malaysia.

## 12. SUCCESSIONSHIP

These Terms & Conditions are binding upon the successors, representatives and replacement (where required or applicable) of the parties herein.

## 13. PRIVACY

These Terms & Conditions are subject to our Privacy Notice. You agree and consent to Boost Credit collecting, using, disclosing, and processing your personal data for the purposes and in the manner as identified and as you have accepted in our Privacy Notice.

## 14. REMEDIES AND WAIVERS

Boost Credit may exercise any of its rights, powers and/or remedies available as Boost Credit considers appropriate, in addition to any other rights and remedies provided to Boost Credit by law. In the event Boost Credit does not take any action when it has the right to do so, it will not mean that Boost Credit has:

- agreed to your breaches;

- forfeited its rights in law or equity; or
- is prohibited/estopped from taking any actions thereafter.

Where Boost Credit has expressly waived a breach in writing, it will not affect the enforcement of Boost Credit's rights, powers and remedies for any other breaches committed by you, whether it happens before or after the waiver.

## 15. INTELLECTUAL PROPERTY RIGHTS

The copyright of the data, content, material or information displayed during the course of the Services, including trademarks, and UI/UX elements belong exclusively to Boost Credit. You may print, copy, transfer or store extracts of content, material or information displayed on the Platforms for your own personal records provided that you abide by the following conditions:

- screenshots cannot be used for any business or commercial functions, promotional or otherwise, without Boost Credit's written permission;
- images displayed on platform are protected by copyright and/or trademark law and as such shall not be reproduced or taken in any way without the written permission of Boost Credit; and
- you are not allowed to modify the copies of such data, content, material, or information. It shall not be excerpted, reproduced, published, used, reformatted and/or displayed without our written permission.

## 16. OTHER CONDITIONS

- By using the Services to apply for the PayFlex Services, you are also consent to CTOS Data System Sdn Bhd ("**CTOS**"), Experian Information Services (Malaysia) Sdn Bhd ("**Experian**"), or any registered credit reporting agency under the Credit Reporting Agencies Act 2010 ("**CRA**") conducting any credit/trade, CCRIS and DCHEQUE checks on you, at any time for as long as you are applying for or using the PayFlex Services, and consents to the disclosure to Boost Credit, of any Credit Information (as defined in the CRA) relating to you, by CTOS, Experian or any source deemed appropriate to your credit history in relation to your application for or use of the PayFlex Services
- Boost Credit shall be entitled to disclose and you hereby irrevocably consents and covenants to the disclosure by Boost Credit of any information pertaining to you and/or your PayFlex Services with Boost Credit to the Central Credit Reference Information System under Bank Negara Malaysia, credit information organisations and/or other authority or body established by Bank Negara Malaysia, credit reporting agencies and any other authority having jurisdiction over Boost Credit, Boost Credit's branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents and/or any other parties engaged by Boost Credit to enable or assist Boost Credit to exercise or enforce Boost Credit's rights hereunder and/or under any agreement for the offering and provision of the PayFlex Services and/or any other

party whomsoever as Boost Credit may, at its sole and absolute discretion deem fit.

- Boost Credit shall with prior written notice be entitled at any time or from time to time to assign or transfer or effect a sub-participation of all or any of its rights and/or obligations hereunder or any part hereof to such person or persons in such manner and on such terms and the Customer agrees to do all such things necessary to affect such. The Customer is hereby prohibited from assigning or transferring its rights and interests or obligations under this Facility Documents or any part hereof to any person.