

TERMS AND CONDITIONS OF USE OF POS SYSTEM

(This appendix shall be read together and construed as an essential part of this Agreement)

TERMS OF USE OF THE PRODUCT (as defined below)

1. APPLICATION

- 1.1 These Terms of Use ("**Terms**") constitute a legal binding agreement between the user ("you", "User") whether personally or on behalf of any entity and Agri Mind Sdn Bhd ("we", "us", "our"), with regards to your access and use of our Point of Sale System ("**POS System**") for accepting or making payment made by way of valid debit/ credit cards of other instruments which can be validated on the POS and/ or mobile Application as well as any other media form, website, mobile website or mobile application related, linked or otherwise connected thereto (collectively "**Products**").
- 1.2 By using our Products, you are deemed to have consented to be bound by this Terms which shall binding between you and us, any parents, subsidiaries, affiliates, officers and directors of either party.
- 1.3 We reserve the right to amend or supplement these Terms from time to time by notifying you of the changes by email or by posting a notice on the our official channel. Unless otherwise stated, the changes shall take effect from the date set out in the notice. You shall be responsible for ensuring that you are familiar with the latest Terms. By continuing to use our Products from the date of which the Terms are amended, you shall be bound by the revised Terms, whether or not reviewed or approved by you.

2. USER REPRESENTATION, OBLIGATIONS, WARRANTIES AND INDEMNITIES

- 2.1. By using the Products, you represent and warrant that:
 - 2.1.1. all registration information you submit are true, accurate, current and complete;
 - 2.1.2. you will maintain the accuracy of such information and promptly update such registration information as necessary.
 - 2.1.3. you will not access our Products through automated or non-human means, whether through a bot, script or otherwise;
 - 2.1.4. will not impersonate another person or misrepresent authorization to act on behalf of others or us;
 - 2.1.5. correctly identify the sender of all electronic transmissions;
 - 2.1.6. not attempt to view, access or copy any material or data other than those of which you have access to and to the extent as necessary for you to use the Products in accordance to this Terms;
 - 2.1.7. not use the Products in a manner, nor transmit, input or store any information that may breach any third party right or that is objectional, incorrect or misleading;
 - 2.1.8. be responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, information or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on in connection with your account on our Products.

- 2.2. Should you provide any information that is untrue, inaccurate, not current, or incomplete, we have the absolute right to suspend or terminate your account and refuse any and all current or future use of our Products (or any part thereof).
- 2.3. Users must keep their User ID secure and:
 - 2.3.1. shall not permit any other person to use the User ID and shall not disclose or provide the User ID to any other person;
 - 2.3.2. shall not hold us liable for any loss or damage from your failure to maintain the security of your User ID and/ or password;
 - 2.3.3. and immediately notify us should you become aware of any disclosure or unauthorized access of the your account by sending us an email.
- 2.4. You hereby agree that you are liable to indemnify us against any loss, damage and/or legal fees arising from any occurrence of us being subjected to any legal proceedings and/or dispute as a result of any act or negligence of the you in connection to the Services and use of our Product.
- 2.5. You hereby understand and acknowledge that any payments made in respect of a Transaction (as defined in Clause 3.4 herein) on the Product shall be made towards our bank account linked on the Product where we are duly authorized by the Merchant to accept payments on its behalf.

3. **MERCHANT USER REGISTRATION AND USE OF PRODUCT**

- 3.1. A "**Merchant**" shall be the company and/or retailer subscribed to our POS System.
- 3.2. You may be required to set up an account to register yourself on our Merchant portal on our Product.
- 3.3. Upon registration of an account, each Merchant will be given a unique name and/ or password (User ID) ("**Master Account**") to manage the Merchant's branches which had subscribed to the Products.
- 3.4. Each branch will be given a unique domain name and/ or password to access to the Master Account. On the Master Account, the Merchant, its employees and personnels will be able to view details of all Transactions, Settlement Amount (as defined under Appendix II hereunder) and any chargeable Fees. Any notifications in relation to the Transactions will be made by us via the Merchant portal.
- 3.5. The Company shall accept payments in respect of a Transaction on behalf of the Merchant in the Company's bank account linked to the Product. A transaction shall mean transactions effected and services obtained by the Merchant's Customers whereby the Customer has opted to use the POS System to effect payment whether via credit and/or debit card or by way of cash ("**Transaction**").
- 3.6. We will remit to the Merchant all amounts due to the Merchant minus any amounts owed to us arising from the Transaction in accordance to the settlement schedule as notified to the Merchant, to the Merchant's registered bank account.

4. **CUSTOMER USER REGISTRATION AND USE OF PRODUCT**

- 4.1 A “**Customer**” shall mean the Merchant’s customers using the POS System.
- 4.2 You may be required to set up an account to register yourself on our Customer portal on our Product. You will be required to set up a separate account for each different Merchant and/ or branch you patronize.
- 4.3 One Customer may have many registered account on our Product which shall be identifiable according to the Merchant and/ or Merchant branch you patronize.
- 4.4 By using our Product, you will be able to make payment for the products and/ or services provided by our Merchant’s at their business premise via our Product.
- 4.5 You will be able to load money from your registered bank credit/ debit card linked to our Product, to your account registered with us. The money loaded onto our Product is a prepayment for the goods and services of our participating Merchants. No credit card, credit line, overdraft protection or deposit account is associated with our Product. No interest, dividends or any earnings or funds loaded on to our Product will accrue or be paid or credited to you by us.
- 4.6 Any money loaded onto your account on our Product cannot be exchanged for cash or credit balance unless required by law and subject to these Terms.
- 4.7 Customers are not sent statements of itemized Transactions from our Products. You can check the balance on your account or review recent transactions on your account.
- 4.8 Money loaded onto each registered account can only be used at the corresponding Merchant and is not transferrable to the Customer’s other registered account for a different Merchant.
- 4.9 Once an order for the goods and/ or service provided by the Merchant has been made, the Customer shall not be able to cancel the order after payment is made and Transaction is completed.

4.10 COMPUTER USE

Once your account is set up, you may make orders for the goods and services provided by the Merchant via our Product. You may choose to make a Transaction for the goods and services physically whether using cash and/or credit/ debit cards without using our Product.

4.11 MOBILE APPLICATION USE

- 4.10.1 Customers are able to make reservations half an hour in advance using our mobile application Product for the use of the services provided by the Merchant, ie the booking of specific computers, laptops and/or seats. Payment for the use of the Merchant’s services shall be made at the point of reservation. The reservation made shall be valid for one hour after booking time and cannot be cancelled or postponed whether the Customer is late or absent for their reservation.
- 4.10.2 The Customer shall be able to use our Product to make advance food and beverages order to be prepared in time for when the Customer patrons the Merchant via our mobile application Product. Payment shall be made upon order and is non-refundable and cannot be cancelled after the Transaction is complete.

5. **PRIVACY POLICY**

- 5.1 We care about data privacy and security. Please review our Privacy Policy ([link to Privacy Policy](#)). By using our Product, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Product is hosted in Malaysia. If you access the Site from other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Malaysia, then through your continued use of the Product, you are transferring your data to Malaysia, and you expressly consent to have your data transferred to and processed in Malaysia. [Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Product as quickly as is reasonably practical.]

6. **INTELLECTUAL PROPERTY**

- 6.1 “AG SMART”, “AG S.M.A.R.T”, the AG Smart logo, and other AG Smart trademarks, service marks, graphics and logos used in connection with the Products are trademarks or registered trademarks of Agri Mind Sdn Bhd (collectively “AG Marks”). Other trademarks, service marks, graphics and logos used in connection with the Products are the trademarks of their respective owners (collectively “Third Party Marks”). The AG Marks and any Third Party Marks may not be copied, imitated or used, in whole or in part, without our prior written permission or permission of the registered trademark holder. The Product and its contents are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by us.

7. **APPLICATION LICENSE OF MOBILE APPLICATION**

- 7.1 If you access the our Product via our mobile application, you are granted a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with these Terms. You shall not:
- 7.1.1 decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
 - 7.1.2 make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
 - 7.1.3 violate any applicable laws, rules, or regulations in connection with your access or use of the application;
 - 7.1.4 remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;

- 7.1.5 use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- 7.1.6 make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- 7.1.7 use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- 7.1.8 use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or
- 7.1.9 use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

8. **GOVERNING LAW**

- 7.1 These Terms shall be governed by, and construed in accordance with, the laws of Malaysia and submit to the exclusive jurisdiction of the courts of Malaysia.

9. **SUSPENSION**

- 8.1 By using our Product, you agree that you will be personally liable for the use of the Product. Should it be discovered that you are involved in any prohibited activities on our Product or in any event in violation of our Terms of Use, we may deny your access to your account on our Product on a temporary or permanent basis, depending on the seriousness of non-compliance.
- 8.2 We reserve the right to suspend, terminate, change or discontinue any features on our Product and our sole and absolute discretion at any time with no notice to you.

10. **LIMITATION OF LIABILITY**

- 9.1 To the fullest extent permitted by the law, we exclude all liability and responsibility arising from and in connection to your use of the Product including and not limited to:
- 9.2 Actual or foreseeable loss of profits, revenue, savings, data and any indirect consequential punitive or exemplary losses; and \
- 9.3 Any other losses regardless if we or our representatives have been advised of the possibility of such damages.

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