

## TERMS OF USE

### Scope and Legal Effect

Thank you for visiting and using our website available at [www.moolahgo.com](http://www.moolahgo.com) (“Website”) and the services, features, functions and mobile applications (each a “Service” and collectively, the “Services”) offered on the Website and mobile application (collectively, the “Platform”). This Platform is owned and maintained by MOOLAHGO Pte. Ltd. (“MG”). All access to and use of the contents and services provided on the Platform shall be governed by the terms and conditions contained in these Terms of Use, which shall constitute legally binding obligations on you in consideration for the access granted by MG to use the Platform and the Services. Unless otherwise provided, any updates, enhancement, variation or addition to any Service, shall be subjected to these Terms of Use. By using the Platform, you agree to be legally bound by these Terms of Use and MG’s privacy and personal data protection policy (“Privacy and Personal Data Policy”), which shall take effect upon your first access of the Platform. If you do not accept any term in these Terms of Use or do not agree to be legally bound by these Terms of Use and the Privacy and Personal Data Policy, please do not access and/or use the Platform or the Services.

MG reserves the right to supplement, vary or amend the terms of these Terms of Use from time to time without prior or subsequent notice. Changes to the Terms of Use will be posted on this page and the “Last Updated” date at the top of the Terms of Use will be revised. It is your responsibility to review these Terms of Use upon each access or use to ensure you are aware of any changes made by MG. Your continued access or use of the Platform and/or the Services after changes are posted constitutes your agreement to be legally bound by the Terms of Use as updated and/or amended and for such revised Terms of Use to apply to all current and past usage by you of this Platform. If you do not agree to any of the changes, we are not obliged to continue providing you with any Service, and you must stop using the Platform and the Services.

### 1. Cautionary Statement and Disclosures required by the Monetary Authority of Singapore

#### NOTICE TO CUSTOMERS\*

MOOLAHGO PTE. LTD. is licensed under the Money-changing and Remittance Businesses Act (Cap. 187) to carry on remittance business. Please note that such licensing does **NOT** guarantee the performance of the remittance licensee and customers take the risk of any loss suffered from the remittance.

\* Issued pursuant to section 30 of the Money-changing and Remittance Businesses Act

#### DISCLOSURE\*

MOOLAHGO PTE. LTD. is licensed by the Monetary Authority of Singapore to provide cross-border payments, and money-changing services. Please note that this does not mean you will be able to recover all the money you paid to MoolahGo Pte. Ltd. if MoolahGo’s business fails.

While MoolahGo Pte. Ltd. is licensed under the Payment Services Act 2019 to carry on a business of providing money-changing services, the Act does not require MoolahGo to duly deliver any currency purchased at such later time as may be agreed between MoolahGo and you, or otherwise guarantee that any debt owing to you will be settled. You are advised to read the terms and conditions of our services carefully.

\* Issued pursuant to MAS Notice No.: PSN08 of the Payment Services Act 2019 (w.e.f. 28<sup>th</sup> January 2020)

### 2. Access to the Platform

- (a) The information provided on the Platform is directed solely at and is for use solely by persons, firms, corporations, partnerships and organizations that meet the minimum requirements set out below. This Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulations.

For General Browsing : - Any person or entity is allowed to browse MG's Platform with no minimum requirements

For Services :

- Individual Members:** - Any person:
- (i) whose country of residence or nationality is not from one of the countries listed in MG's list of prohibited countries;
  - (ii) who is above 18 years old;
  - (iii) has a valid identification (i.e. a national identification card or passport);
  - (iv) has a mobile phone capable of receiving short messaging system messages; and
  - (v) has not been convicted for any criminal offence other than traffic offences.
- (b) **Corporate Members:** - Any Company:
- (i) whose country of incorporation is not from one of the countries listed in MG's list of prohibited countries;
  - (ii) whose nature of business is not related to Gambling and Gaming, Jewelry and Precious stones, Tobacco, Adult services;
  - (iii) has a valid Company Registration certificate;
  - (iii) has appointed an Authorized User to operate the Platform on behalf of the company;
  - (iv) the Authorized User has a mobile phone capable of receiving short messaging system messages; and
  - (v) has not been convicted for any criminal offence other than traffic offences.
- (c) In order for you to obtain access to the Services provided on the Platform, you are required to create an account on the Platform. You can create an account by completing a registration form, providing all the information required by MG, and designating a user ID and password. When registering with the Platform, you must (i) provide true, accurate, current and complete information about yourself as requested by MG in the registration form, and (ii) maintain and promptly update the registration data to keep it true, accurate, current and complete. Upon the completion of the registration form, provision of information to MG, and satisfaction of the requirements imposed by MG, you will become a registered member of the Platform, and will be able to gain access to the Platform and the Services.
- (d) You shall not register for more than one account or register for an account on behalf of an individual other than yourself. For Corporate members, you may register for an account on behalf of an entity, provided that the entity has provided such consent and authorization to enable you to access the Platform and/or the Services on its behalf. Only you may use your account. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify MG of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you log out from your account at the end of each session. MG will not be liable for any loss or damage arising from any unauthorized use of your account(s). MG reserves the right to suspend or terminate your account if it appears to us that you are, or your account has been used in breach of these Terms of Use or any applicable laws.
- (e) You agree to sign-up for and operate the account only on behalf of yourself or, if you are signing up as a Corporate Member, you agree to sign-up for and operate the account only if, and to the extent that, you are authorized to operate on behalf of the entity.

### 3. Services

- (a) The Platform and Services are provided on an “*as-is*” basis and MG makes no express or implied representations or warranties to you regarding their operation, usage or service levels.
- (b) You will be permitted to electronically monitor the activity and transactions on your account via the Platform, which forms part of the Services.
- (c) You agree to use the Platform and Services solely for your business purposes. The Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available.
- (d) The Platform may be used to transmit, receive and confirm the transactions. No transaction may be completed without confirmation by MG and MG makes no representation as to any real-time tradable prices provided by MG on the Platform.
- (e) The use and storage of any information provided to or made available to you through the Platform or the Services is for your sole use and you agree to accept all risks in connection with such usage.

#### 4. Content and Acceptable Use

- (a) You are solely responsible for the content or information you publish, display, retain, enter into or on the Platform, or transmit to other users of the Platform.
- (b) You agree to use the Platform only for lawful purposes, in accordance with these Terms of Use and Privacy and Personal Data Policy, and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of the Platform, and to comply with all applicable laws and regulations. In particular, you agree not to use the Platform for the purpose of or in connection with:
  - (i) Pestering, harassing or causing distress or inconvenience to any person, including any other users of the Platform;
  - (ii) Transmitting obscene, sexually explicit, hateful, threatening or offensive content;
  - (iii) Harvesting contact information of other users of the Platform, for purposes of sending unsolicited communications and offering to perform similar transactions offered by MG directly with other users, uploading files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer;
  - (iv) Impersonating any person or member or entity;
  - (v) Uploading or otherwise transmitting content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - (vi) Promoting or providing instructional information about illegal activities, promote physical harm or injury against any group of individual, or promote any act of cruelty to animals;
  - (vii) Uploading, posting, emailing, transmitting, sharing, or otherwise making available any content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local or international law;
  - (viii) Engaging in any unlawful or fraudulent activity or perpetrating a hoax, or engaging in phishing schemes or forgery or other similar falsification or manipulation of data;
  - (ix) Engaging in any criminal activities including money-laundering and terrorism financing activities;
  - (x) Engaging in any foreign exchange market disruption activities by colluding with another user of the Platform to perform transactions at significantly off-market rates;

- (xi) Payment for unlawful goods and services;
- (xii) Uploading, posting, emailing, transmitting, or otherwise making 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 telecommunications equipment used by MG and/or MG's third party service providers;
- (xiii) Deploying machines and/or robots to continuously submit requests to the Platform with the intention to illegally gain entry into the Platform and /or to undermine capabilities of the Platform;
- (xiv) Uploading, posting, emailing, transmitting, or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- (xv) Uploading, posting, emailing, transmitting, or otherwise making available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreement); or
- (xvi) Using the Platform as an avenue to advertise or offer to sell any goods or services for any commercial purposes.

MG reserves the right to remove such content/ transactions / listings and/or ban users who infringe these Terms of Use from further usage of the Platform and Services at its own discretion, and to report such violations to the authorities as may be necessary.

- (c) You shall not introduce into the Platform any code, content or other material which contains any virus, Trojan horse, worm, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (d) You hereby undertake not to contact other users of the Platform directly to attempt to enter into any transactions with other users of the Platform other than through the Platform and Services.
- (e) You hereby undertake not to hack into, interfere with, disrupt, disable, over-burden or otherwise interfere with the accessibility or impair the proper working of the Platform or Services, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming.
- (f) You acknowledge and agree that some Services may enable other users to upload content onto the Platform, and that some of these may be offensive, annoying, unlawful, in breach of these Terms of Use, contain viruses or cause damage. While we may remove any such content brought to our notice at our sole and absolute discretion, you acknowledge and agree that we cannot be responsible or liable for any content, and you agree to access and use such content only at your own risk and with care and discretion.
- (g) Where applicable, you agree that by using the Services, you will appoint MG as your agent for the purposes of dealing in any foreign exchange transaction\* and you agree to be subject to any applicable financial services laws and regulations (as may be amended from time to time). You agree to deliver to MG all documents with respect to any dealings in foreign exchange transactions\* and authorize MG to deliver such information and documents on your behalf to the relevant authorities.
- (h) You shall provide to MG such information and documents as MG may reasonably require for the provision of the Services, including but not limited to information and documents regarding your identity and that of the recipient, where applicable.

\* For the purposes of these Terms of Use, reference to "*foreign exchange transaction*" is a transaction that involves a contract for the exchange of one currency to another at an agreed exchange rate.

## 5. Third Party Services, Content and Advertisements

- (a) Certain Services are provided by third parties (“**Third Party Services**”) and such Third Party Services (such as but not limited to foreign exchange rates) may be incorporated into MG’s Services, offered on the Platform and/or provided through links on the Platform. MG bears no responsibility for the accuracy, reliability, completeness or suitability of the Third Party Services, or any content of the Third Party Services and hereby expressly disclaims all liabilities and responsibilities relating to your use of and reliance on the Third Party Services. Your use of such Third Party Services shall constitute your consent to your disclosure of information you provide to the Platform to the providers of the Third Party Services, and MG bears no responsibility for the usage, retention or disclosure by such third party providers of your information.
- (b) You acknowledge that MG takes no responsibility to control, review, edit or amend any data, information, materials or contents of any posting, email or any other information that may be made available on the Platform or by other users of the Platform or in connection with the Third Party Services. Information or content made available through the Platform by Third Party Services are those of their respective authors or providers of the Third Party Services and should be used, accepted and relied upon only with care and discretion and at your own risk. Such authors or providers are solely responsible for such content. MG does not: (i) guarantee the timeliness, accuracy, integrity, quality, completeness, reliability or usefulness of any information; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any party other than MG including but not limited to providers of the Third Party Services that appears on the Platform. Under no circumstances will MG or its affiliates be responsible for any loss, damage or liability incurred by you resulting from your reliance on information or other content posted on the Platform or transmitted to or by any users.
- (c) The Platform contains links to other websites which are not maintained by MG. Similarly other websites may contain links to the Platform. MG has no control over such sites and resources, and you acknowledge and agree that MG is not responsible for the availability or contents of those websites and shall not be liable for any damages, injury, financial or non-financial losses arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Platform, and does not imply MG’s endorsement of the linked website or association with their operators. MG disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the user’s own risk.
- (d) You agree and acknowledge that advertisements may appear on the Platform. Your dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that MG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

## 6. Listings Made by You

- (a) You acknowledge that you have the sole responsibility to provide complete, accurate, reliable and timely information when you create a transaction listing.
- (b) You also agree that you have the sole responsibility to monitor the movements of foreign exchange rates and to modify and/or cancel your transaction listing should such movements in foreign exchange rates become unfavorable to you which may result in losses suffered by you. For the avoidance of doubt, MG does not monitor any exchange rates for its users nor does it provide notifications to users on changes to foreign exchange rates.

- (c) You acknowledge MG shall not be responsible or liable for any damage or loss suffered by you and /or other users who transact with you should the information (for example, currencies, amounts) that you provide is incomplete or inaccurate or exchange rates move in the direction that is unfavorable to you and/or other members.

#### **7. Listings made by other users**

- (a) You acknowledge that when you decide to act on a transaction listing that was submitted by another user of the Platform, you are acting on information that was provided by that user, which MG has no control over for completeness, accuracy and reliability.
- (b) You agree that MG shall not be responsible or liable for any loss or damage of any sort incurred as the result of incomplete, inaccurate or unreliable information submitted to the Platform by another user of the Platform.

#### **8. Transaction Listing, Matching and Fulfilment**

- (a) The Platform is a marketplace which allows members to list their transaction requests for other members to transact with. In using the Platform, you agree that you are aware of and acknowledge that creating a transaction listing in the Platform does not immediately guarantee or result in an automatic fulfillment of the users' transaction requests.
- (b) If a transaction expires without being matched, any transaction fees paid by the user will be refunded to the user in full (excluding any charges that may be levied by your bank or credit card company).
- (c) All transaction requests (listing and matching) require the review and approval of MG or such persons as may be required by the regulators. At times, due to the high volume of transaction requests or the nature of a transaction, MG may take longer than usual to complete the review and approval process. As such, users acknowledge and should expect time lags when submitting requests via the Platform.
- (d) Any transaction fees paid for transaction requests that are subsequently not approved by MG will be refunded back to the user in full (excluding any charges that may be levied by your bank or credit card company).

#### **9. Exchange Rates**

- (a) If the option of "Market Rate" is chosen, the exchange rate to be used for currency conversion will be locked in at the point of a match being duly approved by MG.
- (b) If an exchange rate is provided by the user, this will be the rate used for currency conversion at the point of a match.
- (c) Both users who are parties to the transaction agree to accept the exchange rates used for currency conversion when a match happens and that they shall not hold either party or MG liable for any losses or damages arising from the currency conversion.

#### **10. Transaction Completion**

- (a) For a money remittance transaction, when a match happens, both users are required to complete the transaction (i.e. make payments to MG) within the time stipulated in the notification email sent by MG to their registered email addresses.
- (b) For a currency exchange transaction, when a match happens, both users are required to complete the transaction (i.e. make payments to MG and collect converted currencies) within the time stipulated in the notification email sent by MG to their registered email addresses.

- (i) For a user possessing the local currency (i.e. Singapore currency), the user shall deposit the Singapore dollar monies into MG's specified bank account and shall collect the foreign currency from one of MG's specified offices as soon as a notification email has been sent to the user.
- (ii) For a user in possession of the foreign currency, the user shall hand over the foreign currency to an authorized personnel at one of MG's specified offices in Singapore as soon as a notification email has been sent to the user.
- (iii) MG reserves the right to reject any genuine currency notes or coins that it deems to be damaged or mutilated. MG also reserves the right to retain any currency notes or coins that it suspects to be counterfeits for reporting and handing over to the local authorities. Under such situations, MG may choose to settle the transaction amount with the users excluding the damaged / mutilated amount or amount suspected of counterfeit or cancel the entire transaction. If MG chooses to cancel the transaction, there will be no refund of fees collected (if any) to the user with the suspected counterfeited / damaged / mutilated currency.

If the "Delivery" option is selected by the user, the user shall provide the complete and accurate delivery address. Whilst MG will take reasonable precautions to ensure the safe and timely delivery of the monies, MG shall not be liable for any loss or discrepancies in the amount of monies received by the user. The user must be present at the stipulated delivery address to collect the monies and must show his / her ID for verification. MG will not hand over monies to another user or person.

- (c) Failure to complete transactions within the stipulated time period shall result in the forfeiture of any transaction fees paid, the downgrade of a user's ranking and penalty on any reward points earned.

## 11. Making Payments to MG

- (a) Users should make payments to MG using his/her/its own bank accounts. On certain situations, Users may request immediate family members or employers to make bank transfer payments on their behalf. In this case, the family member or employer would need to register for an account in MoolahGo and provide the necessary documents for MG to perform the required KYC processes and to register the bank account information. Any funds received by MG from a bank account that is not registered with MG will be considered unpaid by the respective user and the funds received may be returned to the bank account (and all costs incurred shall be borne by the respective user) or may be held by MG should the transaction be deemed as suspicious which would require further escalation to the regulators.
- (b) It is the sole responsibility of a user to ensure that he/she/it makes the correct payment amounts to the correct bank account(s) of MG. MG is not liable for any losses or damages suffered by users as a result of incorrect payments performed by users.
- (c) Any shortage of payments received by MG from a user (including where such shortage is due to bank charges being levied on the transfer by the user to MG) will result in transactions not being completed by the user within the required timeline and would therefore result in forfeiture of any service fees paid by the users and a possible downgrade of their user ranking.
- (d) Any excess payments to MG will be held in MG's segregated bank account(s) marked as "*Customer Funds*". No interest shall be payable on any excess funds held in its account. Any refunds requested by users will only be processed and paid on a quarterly basis. Refund requests made outside the regular quarterly refund periods are determined solely at the discretion of MG.

## 12. Capacity to Enter into these Terms of Use

By using the Platforms, you represent and warrant to MG that:

- (a) You are of legal age and are under no legal disability or incapacity;
- (b) You have full power and authority to enter into, and have taken all necessary steps to enable you to lawfully enter into these Terms of Use, and the transactions contemplated by it; and

- (c) You will not enter into any transaction as or by way of a wager and all transaction requests made to MG hereunder are lawful.

### 13. Modification to or Access of Platform and other Exclusions

- (a) MG reserves the right to change, modify, suspend or discontinue the whole or any part of the Platform or Services at any time. You agree that MG shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Platform without assigning any reason. If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro-rata refund of any pre-payment.
- (b) You acknowledge that from time to time, the Platforms may not be operational or otherwise available for use. MG does not warrant or represent that any information, data or other content (collectively “**User Content**”) that you store on or provide to the Platform will not be subject to inadvertent damage, temporary unavailability (whether due to servicing, hardware malfunction, software defect or service or transmission interruption, or any other cause), corruption or loss. You undertake to make archival copies of all User Content. To the maximum extent permitted by law, MG will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any User Content.
- (c) MG neither assumes nor accepts liability for any loss or damage, (whether direct or indirect), howsoever caused, as a result of any computer viruses, Trojan horses, worms or similar items or processes arising from your use of the Platform, Services or Software.
- (c) Without limiting the foregoing, under no circumstances shall MG be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including but not limited to, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning. All indirect, incidental, special or consequential damages including business interruption or loss of profits that may result from the use of or inability to use the Platform or Services are expressly excluded. Where liability cannot be excluded, MG’s liability shall be limited to an amount equal to the fees paid or commission charged by MG for the use of the Platform or Services.
- (d) To the fullest extent permitted by law, MG shall bear no responsibility or liability of any kind with respect to any advice or recommendation given or views expressed to you, whether or not the advice, recommendation, or views expressed as a result of request by you, nor will MG be liable in any respect of any losses incurred by you resulting from dealing in any product or products offered by MG.

### 13. Intellectual Property

- (a) The names, images and logos (“Marks”) identifying MG or Third Parties and their products and services are subject to copyright, design rights and trademarks of MG and/or third parties, and all rights to the Marks are expressly reserved by MG or the relevant third parties. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or right to use any trademark, patent, design right or copyright of MG or any other third party, without the prior written consent of MG or such third party. The name of MG or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of MG.
- (b) MG and its affiliates and licensors own and retain all right, title and interest in and to (i) the Platform; (ii) all hardware, software, and other items used to provide the Services; and (iii) all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by MG, you shall not copy, modify,



publish, transmit, distribute, perform, display or sell any of MG's proprietary information. You shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by law or MG in writing.

- (c) You shall not imitate, modify, copy, reverse engineer, disassemble, decompile, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, in full or in part and in any way, the Platform or the Services or any information, software, products or services obtained from the Platform ("**Platform Contents**"). Unauthorized modification, interference, misuse, abuse or unauthorized use of the Platform or the Platform Contents may violate MG's or third party owners' intellectual property rights, and may also be an offence under the Computer Misuse and Cybersecurity Act (Chapter 50A) of Singapore. Save as set out in these Terms of Use, your use of the Platform and/or Services does not grant, assign, transfer or constitute a licence to you of any intellectual property rights over the Platform Contents. You shall be entitled to:

- (i) retrieve and display the Platform Contents on any compatible device; and
- (ii) retain a copy of the Platform Contents which contain personal information about and/or which were sent to you by MG for your records purposes,

provided you keep intact all accompanying copyright and other proprietary notices.

- (d) If you download any software, applications or script from the Platform (which are not third party software), the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by MG on a non-exclusive, non-transferable, and non-sub licensable basis for the sole purpose only of utilizing the Services in accordance with these Terms of Use. MG does not transfer title ownership or any other rights to the Software to you. You own the medium on which the Software is recorded, but MG retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at your own risk.

- (e) By submitting, posting or displaying content on or through the Platform, you grant MG a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of our Services. You further grant to MG an irrevocable non-exclusive licence to use such content, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and /or marketing of Services. MG reserves the right to retain an archival record of all such content including those deleted or removed by you.

#### 14. Indemnity

You will indemnify and keep MG and its employees, contractors and agents indemnified from and against any cost, expense, claim, action, suit, loss, damage or other amounts whatsoever arising out of any default, whether by act or omission, under these Terms of Use.

#### 15. General

- (a) If any of the terms in these Terms of Use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which the Terms of Use are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms of Use and the remaining terms of the Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.
- (b) Other than as set out in these Terms of Use, all personal communications from MG relating to these Terms of Use shall be in writing and delivered electronically to you to the electronic mail address or address provided by you to MG. Any such communication shall be deemed to be delivered: (i) if sent by

post, at the commencement of the third working day after the date of posting or (ii) if sent by electronic mail, at the time of transmission, unless a failure of delivery notice is received by the sender.

- (c) Save for the indemnified persons who shall have the benefit of Clause 14, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore or under any law, to enforce any provision in this Terms of Use.
- (d) The use of the Platform and Services and any questions or disputes arising therefrom shall be construed in accordance with the laws of the Republic of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.

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