

TERMS OF SERVICE (For Customer)

Last Updated/Effective Date: March, 8th 2017

1. INFORMATION ABOUT US & ACCEPTANCE OF TERMS

- 1.1. **APPYKOINS SDN. BHD.** (Registration No.: 1166832-V) is a private limited company registered in Malaysia and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (“**AppyKoins**” or “**AK**” or the “**Company**” or “**We/Our/Us**”) provides our Services to facilitate matchmaking for the Customer to give Money to Collector in exchange of Koins to be cumulated in an e-account, that will allow the Customers to redeem eGifts on the e-marketplace, donate to Charitable Organisation, transfer Koins to eWallet, and/or any other purpose as allowed or provided by AppyKoins on our Services (“**Purpose**”), subject to the following Terms of Service (the “**Terms**”) stated herein.
- 1.2. The Terms herein are applicable to Customers. As for Collectors they must refer to terms and conditions that are applicable to them, which can be found here: [\[Collector ToS\]](#)
- 1.3. In view of the above Purpose, **AppyKoins** does not in any way represent any Users, Collectors, and/or Customers to conduct any remittance, money-changing and/or wholesale currency on our Services.
- 1.4. Please read the Terms set forth below, as they apply to your access and use of our Services, and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as the “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms and you agree to be bound by them, any and all other applicable terms referenced herein as well as all applicable laws.
- 1.5. You will not hold the Company responsible for others’ content, actions or inactions. You acknowledge and understand that the Company have no control over and do not guarantee the quality, safety or legality of Transactions, the truth or accuracy of content or other Users ability to perform as promised.

2. OTHER APPLICABLE TERMS

- 2.1. These Terms refer to the additional terms in our [Privacy Policy](#) and any other terms published on our Services, which also apply to your use of our Services.
- 2.2. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Malaysia and any other country/market that we provide our Services currently and/or any other country/market that we may provide our Services in the future, for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

[Privacy Policy](#)

3. CHANGES OF TERMS

- 3.1. In order to remain viable and competitive, the Services that we provide are always evolving. As such, unless specified otherwise the terms, form and nature of the Services that we provide may change from time to time at our sole discretion and without prior notice to you, including the right to create limits on use of any Services and/or storage.
- 3.2. We make no representations, warranties or guarantees, whether express or implied, that our Services or any content on our websites or mobile application is accurate, complete, up-to-date or free from errors or omissions.

4. DEFINITIONS

- 4.1. In this Terms, the following expressions shall have the following meanings, unless specified otherwise:

“Koins” means points, which are issued, sold and/or awarded by AppyKoins to Collectors directly or exchanged by Customers via Collectors. The Koins can be used to exchange for eGifts, make donation, transfer to eWallet and/or any other purpose as permitted by AppyKoins only.

“Collector(s)” means any Users including natural person, organisation, society, foundation, business, company, club, social enterprise, charitable institution or any

other entity as well as their authorised representative that invites Customer(s) to exchange Money in return for Koins that will be cumulated in an e-account on our Services.

“Customer(s)” means any Users including natural person, organisation, society, foundation, business, company, club, social enterprise, charitable institution or any other entity as well as their authorised representative that surrender to a Collector Money in exchange of Koins that will be cumulated in an e-account so as to redeemed or for any other use as permitted and allowed by AppyKoins through our Services.

“User(s)” individual, team, society, non-profit, social enterprise, club, business, partnership, charitable institution, corporation, and/or other entity as well as its authorised representatives, who has accepted the Terms herein by using and/or registering to the Services.

“Money/Monies” means any currency notes, coins or others, which are legal tender and/or of monetary value in any country and/or territory.

“eGift(s)” means any products, goods and/or services (including but not limited to cash vouchers, discounts cards, digital content and/or discount coupons) as offered on our Services and/or by any third party as appointed/authorised by AppyKoins on our Services to Customers to redeem in exchange for their Koins .

“Transaction(s)” is when the exchange of Money in return for Koins **only** between Collector and Customer takes place via DropKoins and WorldKoins platform and/or any other method made available on our Services.

“Payment Provider(s)” means the third party entity that processes payments for any transaction as authorised and permitted by AppyKoins on our Services.

“Payment Provider Fee” means any applicable transaction and/or accounting fees charged by Payment Provider(s), including but not limited to Credit or Debit Card payment processing fees, Foreign Currency exchange fee, applicable tax rate and/or any fee effective at material time.

“Services” means the services and platform we provide to achieve the Purpose, including websites, webpages, APIs, application buttons, widgets, notifications, mobile applications i.e. WorldKoins and DropKoins.

5. ELIGIBILITY

- 5.1. You are not eligible to use the Services without consent if you are under 18 years of age or any other age which the law does not allow you to enter into a binding

contract in the jurisdiction you are from. If you are between the ages of 13 and 17, you can use the Services as Customer with the consent and supervision of your parent and/or legal guardian who is at least 18 years old, provided that your parent and/or legal guardian also agrees to be bound by these Terms and agrees to be responsible for your use of the Services.

- 5.2. You are not eligible to use the Services if you have previously been suspended from using the Services for any reason and if we have not explicitly authorized you to resume using the Services. We reserve the right to refuse use of the Services to anyone and to reject, cancel, interrupt, remove or suspend a User account at any time for any reason without liability.

6. ACCESSING OUR SERVICES

- 6.1. AppyKoins will take commercially reasonable efforts to make our Services available to our Users without any interruption. However, as our Services are also dependent on other third party service provider, including but not limited to web service provider and Payment Provider(s), therefore we do not guarantee that our Services, or any content, will always be available or be uninterrupted, especially when third party service provider is the cause of the interruption. As such, we will not be liable to you if for any reason our Services are unavailable at any time or for any period. Unless specified or agreed otherwise, we also reserve the right to suspend, withdraw, discontinue or change any part of our Services without prior notice.
- 6.2. You are responsible for making all arrangements necessary for you to have access to our Services.
- 6.3. You are also responsible for ensuring that all persons who access our Services through your internet connection or account are aware of these Terms and other applicable terms and conditions, and that they comply with them.

7. SERVICE OR OTHER FEES

- 7.1. No Fees is applicable when Customer creates a User account on our Services.
- 7.2. AppyKoins reserves the sole discretion to impose or change/vary any new or applicable fees for any of our Services from time to time without prior notice to the User, including but not limited to creating User account, redeeming eGift, donating to charitable organisation, transfer to eWallet and/or other purposes permitted by AppyKoins. In the event there is a conflict between the fees stipulated in this Term and the applicable rate published and stipulated on our Services, the latter shall prevail.

7.3. In respect of the third party charges, in the event that there is a charges imposed and/or increase in the existing third party charges, we shall have the right to revise the charges for future services accordingly at our sole discretion.

8. SERVICE DESCRIPTION FOR EXCHANGING KOINS AND REDEEMING eGIFT(S)

8.1. AppyKoins provides WorldKoins and DropKoins mobile applications as well as our Services worldwide, which allows Customers to exchange Koins using Money accepted by Collectors all around the world, subject to the terms herein.

8.2. Customers can then use the Koins to exchange with eGifts, make donations to charitable organisation, transfer to eWallet and/or any other purposes as permitted by AK, which are made available and allowed via the WorldKoins mobile application and/or our Services.

Exchange-Koins

8.3. Koins can and must be exchange only from registered, active and authorized Collectors and using the mode provided on our Services. Customer may use our Services to search/locate Collector(s) using our Service. Transactions shall be processed using our platform/service as described.

8.4. Customers can exchange Koins using Money in a currency that is accepted by the Collector(s). Money, Koins equivalent amount and applicable Service Fees are displayed on the collector device prior to transaction being validated. Validation of transaction by Users implies his/her acceptance of the transaction details as well as the Terms herein.

8.5. Transaction is only successful after the Customer deposit, give and/or deliver the agreed Money to the Collector(s) and the Collector(s) has confirmed receipt through verification process as required on our Service.

8.6. Koins will only be transferred to Customer(s) after a successful Transaction with Collector(s). As soon as Transaction is successful, it cannot be cancelled, exchanged and/or reversed.

8.7. Service Fees will be chargeable at AppyKoins sole discretion when Customers deposit Money with Collector. The Service Fees applicable are displayed on Collector device prior to confirmation of the Transaction. Service Fees are fixed by AK and can be changed from time to time without prior notice.

8.8. A customer is solely responsible to ensure the completeness and accuracy of the Transaction including the information provided to the Collector. AppyKoins will not

be responsible for any loss or damages suffered by the Collector due to their failure to do the same.

- 8.9. AppyKoins reserve the absolute right to impose the minimum and maximum Transaction amount (in aggregate) as follows:

Period	Transaction	Minimum	Maximum
Per Transaction	With any collector	NA	USD500.00
Daily	With any collector	NA	USD1000.00
Weekly	With any collector	NA	USD7000.00
Monthly	With any collector	NA	USD30000.00

AppyKoins also reserve the absolute discretion to revise the minimum and maximum transaction amount without prior notice and in the event of conflict between the rate stated herein and the rate published on our Services, the latter shall prevail.

Redeeming eGift(s)

- 8.10. eGift(s) shall be redeemed at the rate stipulated and/or published on our Services and/or at a rate agreed between AppyKoins with its authorised representatives and/or at the rate stipulate and/or published on third party website or services. AppyKoins reserve the absolute discretion on the method and rate at which eGift(s) may be redeemed from time to time without prior notice.
- 8.11. Customers may redeem some or all of their Koins balance for eGift(s) subject to the procedures applicable for the said redemption.
- 8.12. Koins may be redeemed on our Services, any third party services and/or by any other method as AppyKoin decides at its sole discretion, including but not limited to participating merchants or authorised representatives.
- 8.13. Redemption of Koins will be processed after the application details for redemption has been received by AppyKoins. As soon as AK receives redemption request, it cannot be cancelled, exchanged and/or returned.
- 8.14. eGift(s) may be redeemed by a Customer using Koins and/or any other combination set by AK from time to time at its sole discretion.
- 8.15. No additional Koins will be issued for redemption of eGift(s).
- 8.16. On confirmation of redemption, Koins redeemed will be deducted from the Customer's e-account. Koins cannot be redeemed until they are credited into the Customer's e-account.

- 8.17. All eGift(s) are subject to availability and further subject to all applicable legal rules and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) as imposed by the supplier of the eGift(s) and AppyKoins.
- 8.18. For the purpose of Customer redeeming Koins in return for eGift(s), donation to charitable organisation, transfer to eWallet and/or any other purposes made available on our Services, one hundred (100) Koins is equivalent to the value of USD1.00 (or its equivalent value in other currencies) or such other value as AppyKoins may revise from time to time without prior notice to Users. In the event there is a conflict between the value stated herein and the value published on our Services, the latter shall prevail.
- 8.19. When a Customer redeem eGift(s), the Customer agree to and shall comply as well as be bound by the terms and conditions applicable and/or imposed by supplier of the eGift(s) for such redeemed eGift(s). AppyKoins will not be made responsible or accountable for any loss or damages suffered by the Customer as a result of the supplier refusal to honour the eGift(s).
- 8.20. AppyKoins makes no representation or warranty of any kind (whether express or implied) with regards to the condition, fitness for purposes, merchantable quality or otherwise of any eGift(s) redeemed. When Koins are redeemed for eGift(s) that is to be supplied by a third party supplier, AK may (but is not obliged to) act as an intermediary between the Customer and the third party.
- 8.21. AppyKoins will use its best endeavors to ensure as far as commercially viable that the third parties supplying such eGift(s) redeemed are trustworthy and reliable. However, AppyKoins shall not however be responsible for any failure or delay by a third party to supply such eGift(s), or loss or damage to such eGift(s) during delivery.
- 8.22. AppyKoins reserve the absolute discretion to add, remove, replace or substitute any advertised eGift(s) with a similar or equivalent eGift(s) of similar or different value.

Koins Transfer to eWallet

- 8.23. Koins balance or part of account balance can be transferred to other third party eWallet namely PayPal, Skrill, or any other eWallet services as made available by AppyKoins at its absolute discretion from time to time.
- 8.24. Koins shall be transferred to eWallet at the rate stipulated and/or published on our Services and/or at a rate agreed between AppyKoins with its authorised representatives and/or at the rate stipulate and/or published on third party website or services. AppyKoins reserve the absolute discretion to change the method and

rate at which Koins are transferred to eWallet from time to time without prior notice.

- 8.25. As soon as Koins are transferred, it cannot be cancelled, exchanged and/or returned.
- 8.26. When a Customer transfer Koins to eWallet, the Customer agree to and shall comply as well as be bound by the terms and conditions applicable and/or imposed third part eWallet provider for such eWallet. AppyKoins will not be made responsible or accountable for any loss or damages suffered by the Customer as a result of the conduct and/or omission of third party eWallet provider.
- 8.27. AppyKoins reserve the absolute right to impose the minimum and maximum transfer amount as follows

eWallet	Minimum	Maximum
PayPal	USD10.00	NA
Skrill	USD10.00	NA

AppyKoins also reserve the absolute discretion to revise the minimum transfer amount and the fees charged without prior notice and in the event of conflict between the rate stated herein and the rate published on our Services, the latter shall prevail.

Koins Donation to Charitable Organisation:

- 8.28. Koins balance or part of it can be donated to a third party charitable organisation as listed on our Services or as made available by AppyKoins at its absolute discretion from time to time.
- 8.29. Koins donated shall be converted at the rate stipulated and/or published on our Services and/or at a rate agreed between AppyKoins with the charitable organisation and/or at the rate stipulate and/or published on third party website or services. AppyKoins reserve the absolute discretion to change the method and rate at which Koins are donated from time to time without prior notice.
- 8.30. As soon as Koins are donated, it cannot be cancelled, exchanged and/or returned.
- 8.31. When a Customer donate Koins to charitable organisation, the Customer agree to and shall comply as well as be bound by the terms and conditions applicable and/or imposed third party charitable organisation for such donation. AppyKoins will not be made responsible or accountable for any loss or damages suffered by the Customer as a result of the conduct and/or omission of the third part charitable organisation.

8.32. AppyKoins reserve the absolute right to impose the minimum donation amount as follows

Organisation	Minimum amount for donation
All	USD5.00

AppyKoins also reserve the absolute discretion to revise the minimum donation amount without prior notice and in the event of conflict between the rate stated herein and the rate published on our Services, the latter shall prevail.

9. REFUND, CANCELLATION OR RETURN POLICY

9.1. No refund/cancellation for Koins transaction, exchange or otherwise, including but not limited, exchanging Money for Koins, redeeming Gift(s), as well as transfer and donation of Koins through any mode of payment and/or redemption will be allowed for any Customer unless it is as a result of technical fault/error of our Services, such as transaction duplicity, data entry mistake or any other circumstances the Company at its sole discretion deems fit. The refund/cancellation for such circumstances must be made within three (3) working days from the date of Koins transaction taking place.

10. LIMITATIONS IN THE USE OF KOINS

- 10.1. Customers can only purchase Koins from registered, active and authorized Collectors only.
- 10.2. Only the Customers can redeem eGift(s), donate to charitable organisation or transfer to eWallet or any other purpose permitted by AK, using cumulated Koins. Unless permitted by AK at its sole discretion, Collectors are strictly prohibited from redeeming anything using credited Koins .
- 10.3. Customer can redeem eGift(s), transfer or donate by using credited Koins only. Unless permitted by AK at its sole discretion, Customers are strictly prohibited from purchasing or redeeming eGift(s), transfer or donate with Money or any other consideration with/without value.
- 10.4. Customer's Koins are non-transferable and non-redeemable for Money or any other consideration with/without value. Customer however can transfer their Koins balance to other third party eWallet as listed in Clause 8 above.
- 10.5. There shall be no extra accumulation, special savings, or offers when Customers exchange Koins from Collectors, unless permitted in writing by AppyKoins.

- 10.6. Customers e-account will begin from Nil Koins when it is created. Thereafter, Koins will expire 36 months after issuance on a first in first out basis.
- 10.7. Upon conclusion of first Transaction, if the customer does not activate his User account within a period of 3 months from the date of the said Transaction, the Customer's Koins entitlement will be forfeited at AppyKoins sole discretion, without notice.
- 10.8. Customers who are not active (no Transaction or redemption of eGift) for three (3) consecutive months will be charged account maintenance fees of 1USD (100 Koins) per month. If the account balance is less than 1USD for three (3) consecutive months AppyKoins reserve the absolute right to suspend the account.

11. TAXES

- 11.1. The Company encourages User to consult with a licensed tax advisor from their local jurisdiction so that they understand and prepare for the tax obligations that they may incur from using our Service.
- 11.2. The Company shall not be held responsible for any action taken by tax authorities against User for User's failure to comply with local/applicable tax laws. You also undertake to indemnify the Company for any loss or damages suffered by the Company if it is called upon by tax authorities to pay or be responsible for tax or returns that the User is responsible for.

12. CUSTOMER REPRESENTATIONS

- 12.1. The Company will endeavour to the best of its ability and as far as reasonable and commercially viable to ensure that Collector(s) and suppliers of eGift(s), provider of eWallet and charitable organisation are responsible and trustworthy. However, as a Customer you are solely responsible for asking questions and conducting your check to the extent you feel is necessary before you make any Transaction, redemption of eGift(s), transfer and/or donation.
- 12.2. You agree and understand that all Transaction(s), redemption of eGift(s), transfer and/or donation are made voluntarily and at your sole discretion and risk. The Company does not guarantee the Collector(s) or supplier(s) of eGift(s), eWallet provider and/or charitable organization will deliver what was promised, or that it is not fraudulent in nature and/or created for illegal activity. The Company does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of Transaction(s), redemption of eGift(s), provider of eWallet and/or charitable organisation or the truth or accuracy of content posted on the Services.

12.3. You understand and agree that the Company shall not be held responsible or accountable for any loss or damages suffered by you as a result of the abovementioned situation or other circumstances states in these Terms. Further, you are solely responsible for your own conduct.

The Customers shall not:

12.4. In any manner whatsoever, manipulate our Services (including Transactions, Topup, eGifts, transfer and/or donation) in order to make unlawful or unearned profit and/or by passing the system we have implemented in whatsoever manner. AppyKoins reserve the right to terminate or suspend your User account without notice, justification and/or compensation if AppyKoins suspect or have reason to believe that you are abusing our Service or bypassing the system;

13. PROHIBITED USE

13.1. Users are specifically prohibited from any activities that violate the Payment Provider(s) Terms of Service and/or any other relevant third party Terms of Service. Users are not allowed to act in any way that violates national, regional and local laws related to online commerce and transactions. In particular, by example and not limiting the definition in any way, unless permitted by applicable laws and subject to our approval, Users cannot run online contests, lotteries, raffles, pyramid schemes, gambling activities, deposit taking, or any other form of restricted financial activity using the Services.

13.2. You are strictly prohibited from using the Services for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering, and/or terrorist financing.

13.3. In the event of the above, we reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate Users, and to reclaim usernames without any liability to us.

13.4. The User also represents that:

a) Neither the User nor, to the User's knowledge, that any of the funds, money, and/or financial transaction made and/or received by using our Services is in violation in any material respects of any local law relating to terrorism financing, sanctions or money laundering ("**AML-ATF Laws**").

b) Neither the User nor, to the User's knowledge, that they themselves, the Customer, and/or the Collectors (i) commits, threatens or conspires to commit or supports activities contrary to any **AML-ATF Laws** (ii) is owned or

controlled by, or acting for or on behalf of, any person who commits, threatens or conspires to commit or supports activities contrary to any **AML-ATF Laws**.

- c) Neither the User nor, to the User's knowledge, that they themselves the Customers, and/or the Collectors (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person or through person prohibited under **AML-ATF Law**, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the **AML-ATF Laws** or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any **AML-ATF Laws**.

- 13.5. The Company, reserves the right, at our sole discretion, to revoke the Users access to the Services and take necessary steps including taking down the Campaign or retain any Donation, and/or report to relevant authorities if it is discovered or there is reason to believe that you have failed to comply with or make any misrepresentation pertaining to the paragraphs above or any terms herein.

14. ACCOUNT AND PASSWORD

- 14.1. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must treat such information as confidential. You must not disclose it to any third party. AppyKoins cannot and will not be liable for any loss or damage arising from your failure to comply with the above.
- 14.2. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 14.3. If you know or suspect that anyone other than you knows your password, you must promptly notify us via the support links or **support@worldkoins.com**.

15. THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS

- 15.1. All intellectual property rights subsisting in respect of the Services belong to AppyKoins or have been lawfully licensed to AppyKoins for use in connection with the Services. All rights under applicable laws are hereby reserved. You are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of our websites and/or mobile applications itself or create derivative

works with respect thereto, as our websites and mobile applications are copyrighted and/or all rights reserved under applicable laws.

- 15.2. You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us (“**Feedback**”) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback

16. USERS RIGHTS

- 16.1. You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).
- 16.2. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with AppyKoins for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.
- 16.3. Such additional uses by AppyKoins or other companies, organizations or individuals who partner with AppyKoins may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.
- 16.4. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.
- 16.5. You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. AppyKoins will not be responsible or liable for any use of your Content by AppyKoins in accordance with these Terms. You represent and warrant that you have all the rights, power and

authority necessary to grant the rights granted herein to any Content that you submit.

17. LIMITED LIABILITY AND WARRANTY

- 17.1. Please read this section carefully since it limits the liability of AppyKoins. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.
- 17.2. Your access to and use of our services is at your sole risk and is provided "as is," "as available." the services are for Users, Customers and/or Collectors only and the Company make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose or non-infringement.
- 17.3. The entire liability of the Company and Users, exclusive remedy with respect to the services or otherwise, is re-performance of defective services. In jurisdictions, which do not allow the exclusion or limitation of certain types of liability, our liability will be limited to the maximum extent permitted by law. We do not endorse, warrant or guarantee any material, product or service offered through us or through our Services. Unless specified otherwise, we are not and will not be a party to any transaction between Users, Customer and/or Collectors and any third party.
- 17.4. AppyKoins shall not guarantee or assume any responsibility that:
- a) the information presented in our Services is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
 - b) the information presented in our Services is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
 - c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay or loss;
 - d) that its Services is invulnerable to any fraud, dishonest conduct, money laundering or illegal activities of any User or third party including, without limiting to security breaches, hacking or any unauthorised access;
 - e) access to the Services will be available or be uninterrupted;
 - f) use of the Services will achieve any particular result; and/or
 - g) defects in the Services will be corrected.

- 17.5. Without limiting the generality of the foregoing, in no event will AppyKoins be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business, profit, goodwill or reputation arising out of any use, or inability to use, the information or the services, even if AppyKoins has been advised of the possibility of such loss or damages.
- 17.6. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the services. You are responsible to ensure that your use of the information and the Services complies with all applicable legal requirements
- 17.7. Without prejudice to the foregoing, if your use of the Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms or otherwise, you are advised to contact us at **support@worldkoins.com** No such lack of response shall be deemed to constitute any acquiescence or waiver.
- 17.8. The limitation of liability contained in these Terms will apply to the fullest extent permitted by applicable laws.

18. INDEMNITY

- 18.1. You agree to defend, indemnify and hold us harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising out of information you submit, post, transmit or make available through the Services, from your breach of any of these Terms, your use of the Services and/or in connection thereof.

19. CONTENT ON THE SERVICES

- 19.1. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.
- 19.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty and you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 19.3. Any content you upload to our websites and/or mobile applications will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our websites and/or mobile applications constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our websites and/or mobile applications.

- 19.4. The views expressed by other Users on our websites and/or mobile applications do not represent our views or values. We do maintain the right to remove any posting you make on our websites and/or mobile applications if, in our opinion, your post does not comply with our content standards. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will 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 any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.
- 19.5. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

20. CONTENT COPYRIGHT POLICY

- 20.1. AppyKoins respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner.
- 20.2. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate

circumstances, we will also terminate a user's account if the user is determined to be a repeat infringer. Our address for notice of alleged copyright infringement appearing on the Services is **support@worldkoins.com**

21. USE OF THE SERVICES

- 21.1. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without any liability to us. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, money laundering, illegal activities, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of AppyKoins its users and the public.
- 21.2. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our websites and/or mobile applications. You should use your own virus protection software.
- 21.3. You shall not under any circumstances do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, AppyKoins's computer systems, or the technical delivery systems of AppyKoins's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.
- 21.4. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

22. LINKING TO US

22.1. You may link to our Services provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

23. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITES & MOBILE APPLICATIONS

23.1. The links from the Services may take you to other websites or Services and you acknowledge and agree that AppyKoins has no responsibility for the accuracy or availability of any Information provided by third parties services and websites.

23.2. The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by AppyKoins on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that AppyKoins and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

23.3. Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising or other materials available made available by such third parties.

24. SEVERANCE

The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

25. FORCE MAJEURE

The Company shall **NOT** be liable to User for non-performance or delay in performance of any of its obligations under this Agreement resulting from any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, change of law, or any supervening event of whatsoever nature beyond the reasonable control of the Company.

26. SEVERAL USERS

If there are two or more persons adhering to these Terms as user, their liability under the Terms is joint and several, and their rights are joint.

27. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28. TERMINATION

The Terms will continue to apply until terminated by either you or us as follows:

- 28.1. You may end your agreement with us at any time for any reason by deactivating your accounts and discontinuing your use of the Services by sending an email to **support@worldkoins.com**.
- 28.2. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.
- 28.3. In all such cases, any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 28.4. Nothing in this section shall affect our rights to change, limit or stop the provision of the Services without prior notice.

29. **GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by Malaysian law. You agree to submit to the exclusive jurisdiction of the Malaysian courts.

30. **LANGUAGES**

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

31. **COMMUNICATION**

Attention: Support Team
support@worldkoins.com.