

USER AND MESSAGING AGREEMENT

1. GENERAL

- 1.1 The User and Messaging Agreement (“**UMA**”) set forth below shall govern the use of the Website and its messaging feature and your relationship with MSME New Media Sdn Bhd (Company No.: 11264120-U).
- 1.2 By clicking ‘ACCEPT’, you indicate that you have read, understood and accepted this UMA. If you do not wish to be bound by this UMA, you may not pledge any items on the Website.
- 1.3 This UMA is to be interpreted and construed together with Qu’s Terms of Use and any other terms and conditions prepared by Qu. The UMA shall apply together with Qu’s Terms of Use and other applicable policies made by Qu.
- 1.4 In this UMA, any reference to any legal entity or individual person includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees. Expressions in the singular form include the plural and vice versa.
- 1.5 No rule of law (or interpretation to the effect) that an ambiguity in a document is to be construed against the party drafting or preparing such document shall apply in respect of this UMA.
- 1.6 Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof, or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 1.7 The headings used in this UMA are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in, interpreting this UMA.

2. SERVICES PROVIDED

- 2.1 This UMA set out the terms and conditions under which Qu will provide the Services to you on the Website. You agree that Qu shall have sole and absolute discretion to determine whether the Services are to be provided by Qu, and Qu may refuse to provide any Services without giving any reason or without incurring any liability to you as a result.
- 2.2 The Website is provided to you for your use subject to this UMA, the Terms and Conditions, or other relevant policies. By using the Website, you agree to be bound by this UMA. You are also responsible for ensuring that all persons who access the Website through your Internet connection or account are aware of this UMA and other applicable terms and conditions, and that they comply with them.

3. PERSONAL DATA PROTECTION

You agree that Qu may collect, store, process, disclose, access, review and/or use personal data (including sensitive personal data) about you, whether obtained from you or from other sources in accordance with the Personal Data Protection Act 2010 for purposes of rendering the Services and in connection with the operation of the Website. You further acknowledge and agree to the Privacy Notice as displayed on the Website.

4. MESSAGING SERVICE

- 4.1 We retain the discretion whether to publish, edit, delete, block, reject, take down or remove any part or all of any User Content. However, we have no obligation whatsoever to monitor or independently verify any User Content or to edit, delete or refuse to post or transmit any User Content.
- 4.2 As a Buyer, you may transmit User Content to Sellers strictly for the purpose of enquiring about the goods and/or service offered by the Seller. As a Seller, you are prohibited from initiating any messages to any User, but you may be able to respond to a message request when initiated by a Buyer strictly for the purpose of negotiating and concluding a transaction. In any event, we retain the right to store and process any User Content sent on the Website.

- 4.3 Qu absolutely prohibits and will not be responsible or liable for the content of any material (including but not limited to the User Content) posted to this Website by us or by third parties which is defamatory, offensive, obscene, inaccurate, misleading, unlawful, pornographic or which in any way infringes a third party rights, including but not limited to intellectual property rights.
- 4.4 You are prohibited to use the Services to send automated, unsolicited or unauthorised messages, advertising or promotional material or any junk mail, spam or chain letters.
- 4.5 You retain all intellectual property rights in your User Content. You grant us an irrevocable, royalty free, perpetual, worldwide licence to use, modify, transmit, communicate to the public, reproduce and sublicense your User Content in any form, including on the Website and in any print or electronic publication.
- 4.6 You consent to us doing or omitting to do any and all acts in relation to your User Content that would otherwise infringe any past, existing or future moral rights in the User Content. You waive any rights you may have to take action against us in relation to any act or omission which would otherwise infringe any past, existing or future moral rights in your User Content.
- 4.7 You warrant that the User Content is your original work and you own all rights in relation to the User Content. You indemnify us against any action, claim or proceedings alleging that the User Content infringes the rights of any person, and any cost, charge, expense, payment, loss, damage or liability suffered or incurred by us in connection with the foregoing.
- 4.8 You must not include, in your User Content, any links to any third party websites, except where such third party websites belong to you.
- 4.9 To the extent permitted by law, we will be under no liability to you in respect of any loss or damage which you may suffer or incur or which may arise directly or indirectly in connection with your supply of User Content to our public forums and blogs, or the subsequent use of your User Content by us or any third parties.
- 4.10 We reserve our right to refuse to transmit or to remove or alter any User Content (in whole or in part), the transmission or the posting of which would in our sole discretion violate any right of any person or constitute an offence or a breach of any policy, notice or other requirement of ours.

5. OBLIGATION TO SUPPLY

- 5.1 Notwithstanding that a User has not made a pledge to offer for sale any of its Items on the Website, Qu reserves the right to require any User that has not previously pledged its Items on the Website to make available its Items up to a value of RM 30,000 if a Buyer makes such a request to the User or Qu. In the event a User refuses to comply with such a request, Qu may then remove the User from the Website and the User shall not have any recourse against Qu or the Site, or any of the subsidiaries or associate companies of Qu or the Site, for such removal. In consideration for supplying its Items, the User shall receive Qu Point of commensurate value from the Buyer.
- 5.2 Upon making a pledge of its Items, the User shall be required to honour its pledge in accordance with the Pledge Agreement and such other terms and conditions on the Website.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The User represents and warrants to Qu that:
 - (a) if the User is a body corporate, it is either a Malaysian registered sole proprietorship, Malaysian registered partnership, limited liability partnership, private or public limited company, or an unlisted public company incorporated under Malaysian laws;
 - (b) if the User is an individual, that he/she is at least eighteen (18) years of age;
 - (c) it is solvent, and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
 - (d) it has the legal capacity to enter into, perform and deliver this UMA and to perform its obligations under this UMA and the relevant agreements. Furthermore, the User has taken all necessary actions to authorise its entry into, performance and delivery of any obligations created under this UMA and the relevant agreements;
 - (e) the obligations assumed by the User in this UMA and the relevant agreements constitute the legal, valid, binding, and enforceable obligations of the User;

- (f) all information provided by the User to Qu does not contain any false or misleading statements, or any material omission, and is true and accurate in all material respects on and as at the date it was provided;
- (g) there is no action, suit, or proceeding at law, equity, or before any court, tribunal, governmental body, agency or official or any arbitrator (whether pending or threatened) that is likely to affect the legality, validity or enforceability of this UMA or the relevant agreements, or affect the User's ability to perform its obligations;
- (h) it will comply with all applicable legal requirements in listing, agreeing to trade, transferring and shipping, and buying and/or selling all Items;
- (i) it will be solely responsible for compliance with all applicable export or import controls with respect to any transactions of Items; and
- (j) it will comply with all legal requirements regarding the reporting, collection, withholding and payment of all GST and/or other taxes and duties applicable to the transfer and transport of each Item.

7. AUTHORISATION

7.1 The User authorises Qu to:

- (a) obtain and verify any information about the User as Qu may, in its sole and absolute discretion, deem fit; and
- (b) disclose any information and/or data relating to the User and its account(s) or any other information as Qu may deem necessary to:
 - (i) any of the User's head office, representative and branch offices and/or any related company or associated company of the User, in any jurisdiction;
 - (ii) any government or regulatory agency or authority;
 - (iii) any of the User's potential assignees or transferees (subject to the prior consent of Qu);
 - (iv) any other third parties, service provider, agents or business partners wherever situated for any purpose whatsoever; and/or
 - (v) any other person to whom disclosure is permitted or required by the Law.

8. INDEMNITY

The User agrees to indemnify and render harmless Qu and its officers against all losses, taxes, expenses, costs, legal fees, and liabilities (present, future, contingent or otherwise on any indemnity basis), which may be suffered or incurred by Qu as a result of or in connection with the User's breach of the Terms or the relevant agreements and/or any steps taken by Qu in the event of a breach of this UMA or the relevant agreements.

9. NO WAIVER OF RIGHTS

A failure or delay in exercising any right, power or privilege in respect of this UMA will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or exercise of any other right, power or privilege.

10. AMENDMENTS

Qu may at any time, give the User notice of any amendment, variation, revision, supplement or any other change to this UMA by post, e-mail or such other means as Qu shall deem fit. Changes shall take place on and from the date specified in the notice or if no such date is specified, on and from the date of such notice. Without prejudice to the foregoing, the entry into or continued entry into the Services after such change shall be deemed as the User's acceptance and agreement to the same.

11. GOVERNING LAW AND JURISDICTION

11.1 This UMA will be governed and construed in accordance with laws of Malaysia.

11.2 With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this UMA, each party submits to the exclusive jurisdiction of the courts of Malaysia.

12. MISCELLANEOUS

12.1 This UMA shall incorporate all terms of Qu's Terms of Use published on the Site.

PRIVACY NOTICE

Pursuant to the statutory requirements of the Personal Data Protection Act 2010 (“**PDPA**”), this privacy notice for personal data (“**Privacy Notice**”) is issued to all users of the Qu Exchange (“**Site**”) (incorporated as MSME New Media Sdn Bhd. (Company No: **1126412-U**) (“**Qu**”, “**we**”, “**us**” or “**our**”).

Personal data that we collect about you

Personal data means any information in our possession that relates directly or indirectly to an individual to the extent that the individual can be identified from that and from other information in our possession such as your name, address, telephone numbers, NRIC No., date of birth, email address, photograph, your IP address, operating system, browser type as well as information and data generated in the ordinary course of the relationship with us which may include signatures, answers to questions intended for security verification, emergency contact numbers and call back contact details. We also collect service-related, diagnostic, and performance information.

Purposes for which your personal data is used and disclosed

During the course of your use of our services, we are required to collect and process your personal data to process facility applications submitted by you, to verify your identity, update our records and generally maintain an account with us, perform credit assessment and other background checks on you, to perform research, evaluation, administrative and operational tasks (including market or customer survey, due diligence, service improvement and product development, risk management, systems development, credit rating, and training), provide our Services and customise the content shown to you, develop, operate, improve, deliver and maintain our Services, responding to your queries and resolving complaints, carry out polls, surveys, analysis and research on how our Services are being used and how we can improve them, to update you on your listings and our Services, to send you marketing and/or promotional materials on our latest products and services or carefully selected third parties, to send service-related messages including, without limitation, a welcome/confirmation email when you register your Account and to enforce our Terms of Service and other policies, to administer our systems, and for all other purposes that are ancillary and incidental to our business (collectively referred to as “**Permitted Purposes**”).

How we collect your personal data

We may collect your personal data when you register for an account with us or during our course of dealings with you through applications and other forms submitted by you through the Site or otherwise, letter of offers, agreements signed by you and your access to the Site, or when you choose to connect your account with an external third party service or application, and personal data from credit bureaus and credit reporting agencies. We may also obtain information about your general internet usage by using cookies which are stored on the hard drive of your computer. Some third parties who advertise on our website may also use cookies but we do not have access to them, or control over them. You can set your web browser to refuse cookies, but if you do then you may not be able to enjoy the full use of our website. Additionally, your personal data may be collected when you use the features and functions available on our Services, for example, by creating listings, interacting with other users through our messaging feature, or transacting with other users. Your personal data may also be collected from a variety of sources, including without limitation, during meetings, events, seminars, conferences, talks, road shows, surveys organised or sponsored by us, as well as public domain sources. These includes pursuant to any communications made from or with us.

Parties to whom your personal data may be disclosed

Your personal data will not be disclosed by us to any third party without your consent, save for disclosures to:

- (a) our group of companies (including Qu’s parent company, subsidiaries, related and/or associated companies);
- (b) our business partners, vendors, suppliers, agents, contractors, agents, service providers, insurance companies, investors, professional advisers, banks and/or financial institutions;
- (c) our auditors, business consultants, accountants, lawyers or other professional advisers and/or consultants as we deem necessary and appropriate;
- (d) to any party who undertakes to keep your personal data confidential only to the extent necessary to fulfil the relevant Permitted Purposes, or to whom we are compelled or required by law to disclose to, including disclosure to courts, tribunals, legal, regulatory, tax and other government authorities;

- (e) any actual or proposed assignee of Qu or transferee of Qu's rights in respect of all or part of the assets or business of Qu; or
- (f) other Users of our Services.

It is necessary for us to collect and process your personal data. Without your consent authorising us to process and collect your personal data, we will not be able to effectively provide our services to you, or to process your personal data in relation to the Permitted Purposes.

True, accurate and complete personal data

By providing us with your personal data, you are consenting for us to act as data user for the purposes of the PDPA and to be able to collect and process your personal data in accordance with this Privacy Notice. You confirm that all personal data that is provided to us is true, accurate and complete, and that none of the personal data provided is misleading or outdated. In the event of any change to your personal data, you will promptly update us.

Third party's personal data

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), or to the extent that you have provided (or will provide) personal data about your directors, partners, shareholders, employees, representatives, agents (if you are a corporate entity/an organisation) and/or other individuals (such as beneficial owners, payors, payees, guarantors, authorised signatories, other security providers and other natural person related to you), you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

Your rights under the PDPA

It is our priority that your personal data is stored in a secured state. The duration of data storage shall be for as long as it is necessary in relation to our business and/or as permitted by the PDPA. You have a right, under the PDPA, to request access to, request for a copy of and to request a correction of the personal data and to contact us with any inquiries or complaints in respect of your personal data. Subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data, you have the right at any time to request us to limit the processing and use of your personal data.

You may be given the opportunity to 'opt-out' of having your personal data which may be used to provide information about products, services and/or third party services and/or products, which may be of interest to or benefit you. If you choose to 'opt-out', we will not be able to provide you with such information.

Requests or queries

The abovementioned requests or queries or any queries relating to the collection and processing of personal data should be in writing and addressed to:

MSME New Media Sdn Bhd
Address : E-33A-3A, Dataran 32, No.2, Jalan 19/1, 46300 Petaling Jaya, Selangor Darul Ehsan
Contact No. : +(60)3-7960 2133
Fax No. : +(60)3-7960 1932
Email Address : admin@qu-exchange.com

Amendment to this Privacy Notice

We reserve the right to update and amend this Privacy Notice from time to time. We will notify you of any amendments to this Privacy Notice via announcements on our website or other appropriate means. If we amend this Privacy Notice, the amendment will not have any retrospective effect on personal data collected before the revised Privacy Notice.

English version shall prevail

In accordance with Section 7(3) of the PDPA, this Privacy Notice is issued in both English and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and the Bahasa Malaysia version, the English version shall prevail.

Date of issuance of this Privacy Notice: 9/9/2017