

## Terms of Service

### 1. INTRODUCTION

- 1.1. Welcome to the DapatGaji (accessible at [www.dapatgaji.com](http://www.dapatgaji.com)) ("Site"). Please read the following Terms of Service carefully before using this Site or opening an account with us so that you are aware of your legal rights and obligations with respect to Dapat Gaji Sdn. Bhd. (Company No.: 202201008817 (1454514D) ), a private company limited by shares incorporated under the laws of Malaysia and having its registered address at 72, Plaza Danau 2, Jalan 2/109F, Taman Danau Desa, 58100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at Lot 4.01, Tingkat 4, Kompleks Ostia, Batu 14 ½, Jalan Cheras, 43000, Kajang, Selangor. ("DapatGaji", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by DapatGaji client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these "Terms of Service" or "Terms". These Terms of Service govern your use of Services provided by DapatGaji.
- 1.2. The Services include an online platform service that provides a place and opportunity for an eligible employer to provide and an eligible employee of an employer who is a registered client of DapatGaji to access a part of his/her earned but unpaid wages prior to payday. The actual contract is directly between the employee and employer and DapatGaji is not a party to that or any other contract between any such employee and employer and accepts no obligations in connection with any such contract. Parties to such a transaction will be entirely responsible for the contract between them, the employment contract, salary terms and the like. DapatGaji may or may not pre-screen Users or the Content or information provided by Users. DapatGaji reserves the right to remove any Content or information posted by you on the Site in accordance with Section 6.4 herein.
- 1.3. Before becoming a User of the Site, we may require to sign a consent form for credit check purpose and you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

- 1.4. DapatGaji reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. DapatGaji may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. DapatGaji may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

BY USING DAPATGAJI SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN MALAYSIA OR YOUR COUNTRY (“LEGAL AGE”), YOU MUST NOT OPEN AN ACCOUNT WITH US.

## **2. PRIVACY**

- 2.1. Your privacy is very important to us. To better protect your rights we have provided our Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how DapatGaji collects and uses the information associated with your Account and/or your use of the Services (the “User Information”). By using the Services or providing information on the Site, you:
- i. consent to DapatGaji's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
  - ii. agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and DapatGaji; and
  - iii. shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without DapatGaji's prior written consent.
- 2.2. Users (such as employer) in possession of another User's (its employee's) personal data through the use of the Services (the “Receiving Party”) hereby agree that, subject to the separate contract between the users (such as employment contract), the Receiving Party will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party

has collected (the “Disclosing Party”) to remove his or her data so collected from the Receiving Party’s database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

### **3. LIMITED LICENSE**

- 3.1. DapatGaji grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property (“Intellectual Property”) displayed in the Site are the property of DapatGaji and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent.

### **4. ACCOUNTS AND SECURITY**

- 4.1. You need to create an account with DapatGaji in order to use our Services. Your account is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other person to access or use your account. Your account name, user identification and other identifiers you adopt within our services remain our property and we can disable, reclaim and reuse these once your account is terminated or deactivated for whatever reason by either you or us.
- 4.2. You are responsible for: (i) safeguarding your account details, including any passwords used to access your account and our Services, and (ii) all use of our Services under your account. You must promptly notify us if you know or suspect that your account or password has been compromised. We will regard all use of your account on

our services as being by you, except where we have received and acknowledged your notification to us regarding your account/password being compromised.

- 4.3. If you create an account with us and use our Services on behalf of a company, partnership, association, government or other organisation (“**Organisation**”), you warrant that you are authorised to do so and that you are authorised to bind your Organisation to these Terms. In such circumstances “you” will include your Organisation.
- 4.4. In order to use our Services, DapatGaji will verify your identity. By creating an account with us, you authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries and/or we cannot verify your identity, we may refuse or disallow you to use our Services.
- 4.5. DapatGaji has the absolute discretion and right to immediately suspend, freeze or terminate your account and withdraw any Services offered to you, cancel any transactions associated with your account and, temporarily or in more serious cases take any other actions that DapatGaji deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of the Terms, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user accounts, or (e) behaviour that is harmful to other users, third parties, or the business interests of DapatGaji. Use of an account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your account or your use of the Services for any reason, DapatGaji may terminate your account immediately with or without notice.
- 4.6. You may terminate your account through notification in writing to us. Notwithstanding any such termination, you remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination) and DapatGaji shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. You waive any and all claims based on any such action taken by DapatGaji.
- 4.7. You may only use the Services and/or open an account if your employer is DapatGaji’s approved client, as updated from time to time.

## 5. **TERM OF USE**

- 5.1. DapatGaji provides a platform that enables you (the employer) to provide and for its employee to access a part of his/her earned but unpaid wages prior to payday alongside other additional features. By using our Services, if you are an employee, you are agreeing for your employer to deduct the sum amount (consisting of DapatGaji service, admin fee, and the applicable) of your withdrawals for that month from DapatGaji prior to paying your salary for the month. All such withdrawals will be observed as a company advance and thus constitute as a payment of a proportion of your salary ahead of time. If your salary has insufficient funds to repay such advancement, then your employer will deduct the unpaid portion of such advancement out of your subsequent salary as per your authorization. You acknowledge that such subsequent deductions are not debt collection activities.
- 5.2. The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, DapatGaji may effect such termination with or without notice to you.
- 5.3. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code on our Site ("our Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of our Content, contained on our Site is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms, no part of our Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.
- 5.4. By using our Services, you shall not:
  - i. use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
  - ii. remove any proprietary notices from the Site;
  - iii. cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of DapatGaji;
  - iv. use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;

- v. use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
  - vi. open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
  - vii. access the DapatGaji platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
  - viii. attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by DapatGaji with respect to the Services and/or data transmitted, processed or stored by DapatGaji;
  - ix. upload, email, post, transmit or otherwise make 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 agreements);
  - x. upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
  - xi. interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
  - xii. take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
  - xiii. use the Services to intentionally or unintentionally violate any applicable law or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering; or
  - xiv. infringe the rights of DapatGaji, including any intellectual property rights and any passing off of the same thereof.
- 5.5. When you submit, upload, transmit or display any data, information, media or other content in connection with your use of our Services ("*Content*") on our Site, you

understand and agree that (i) you will continue to own and be responsible for your Content, (ii) our use of your Content will be subject to our Privacy Policy; and (iii) you are giving us, our affiliates, business partners and service providers to use your Content (with no fees or charges payable by us to you) for the purposes of providing to you our Services.

- 5.6. You are solely responsible for Your Content and you must at all times ensure that: (i) you have the rights required to submit, transmit or display your Content, and to grant us the rights as set out in these Terms; and (ii) your Content (and our use of your Content in accordance with these Terms) does not infringe or violate the rights of any person or otherwise contravene any applicable laws or regulations.
- 5.7. You acknowledge, consent to and agree that we may access, preserve and disclose your account information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over DapatGaji or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service or our prohibited and restricted items list; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of DapatGaji, its Users and/or the public.

## **6. VIOLATION OF OUR TERMS OF SERVICE**

- 6.1. Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:
- i. account deletion;
  - ii. limits placed on account usage;
  - iii. account suspension and/or termination;
  - iv. criminal charges
  - v. civil actions, including without limitation a claim for damages and/or interim or injunctive relief

## **7. BANK AND PAYMENT**

- 7.1. If you are an employee and utilize any of our Services that requires us to place funds into your linked bank account (verified by you and your employer), you authorize us to electronically credit your bank account and place such funds into your account.

- 7.2. You also authorize your employer to deduct from your salary or pay cheque, and you authorize us to electronically debit and credit your Bank Account (whenever necessary) to correct erroneous debits, credits, or payroll processing mistakes, including overpayments or inaccurate deductions.
- 7.3. You must notify your employer or us immediately if there are any changes to the information of your linked bank account..
- 7.4. We are not liable for any adverse impacts on any delay and/or failure of receipt of funds due to any cause by you or your bank.

## **8. FINANCIAL INFORMATION**

- 8.1. Each user's financial situation is unique, and any information suggested by DapatGaji is general public advice and may not be applicable to you. Such information is of informational purposes only and is not intended to replace or substitute for any professional financial, legal or other advice. Before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your financial advisers who are fully aware of your individual circumstances. DapatGaji makes no representations or warranties and expressly disclaim any and all liability in connection with any information offered or provided on our Site.

## **9. CANCELLATION AND REFUND**

- 9.1. Issue of refunds or credits are done at DapatGaji's sole discretion. If we charge you an expedited fee and you receive then such fee is non-refundable unless required by laws.

## **10. ADMINISTRATIVE FEES**

- 10.1. DapatGaji charges a fee for all successful transactions completed on the Site ("Admin Fee"). The Admin Fee is borne by the applicable, and is calculated and charged by us in accordance with the charges displayed on our Website or mobile application (or with our prior notification to you), which shall either be deducted from your requested withdrawal amount or charged separately on your account based on the details that you provide. The Admin Fee is subject to SST ("Tax Amount") which shall be borne by you.

## **11. GOVERNING LAW & DISPUTES**



- 11.1. These Terms shall be governed by and construed in accordance with the laws of Malaysia.
- 11.2. Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with these Terms, including their existence, validity, interpretation, performance, breach or termination, will be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre (Malaysia) ("AIAC") under AIAC Arbitration rules. The seat of the arbitration will be Malaysia and the arbitration proceedings will be conducted in English

**12. DISCLAIMERS**

- 12.1. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY DAPATGAJI OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAPATGAJI DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.
- 12.2. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 12.3. DAPATGAJI HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR OUR SERVICES. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, RELEASE DAPATGAJI AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

**13. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

13.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAPATGAJI BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), SERVICE LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

(i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

(ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF DAPATGAJI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

13.3. IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, DAPATGAJI IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY TRANSACTION FEE PAID BY YOU; AND (B) MYR 100 (ONE HUNDRED RINGGIT MALAYSIA).

13.4. NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY DAPATGAJI'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF DAPATGAJI THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

**14. YOUR CONTRIBUTIONS TO THE SERVICES**

- 14.1. By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to DapatGaji. You further acknowledge and agree that you are solely responsible for anything you upload or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant DapatGaji and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.
- 14.2. Any Content, material, information or idea you post on or through the Services, or otherwise transmit to DapatGaji by any means (each, a "Submission"), is not considered confidential by DapatGaji and may be disseminated or used by DapatGaji without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to DapatGaji, you acknowledge and agree that DapatGaji and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant DapatGaji and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our Privacy Policy except to the extent that you make such personal information publicly available on or through the Services.

**15. YOUR REPRESENTATIONS AND WARRANTIES**

15.1. You represent and warrant that:

(a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and

(b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

**16. FRAUDULENT OR SUSPICIOUS ACTIVITY**

16.1. If DapatGaji, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect DapatGaji, other third parties or you from reversals, chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

(a) We may close, suspend, or limit your access to your account or the Services, and/or suspend the processing of any transaction;

(c) We may hold, apply or transfer the funds in your bank account as required by judgments and orders which affect you or your bank account, including judgments and orders issued by a competent court or elsewhere and directed to DapatGaji;

(d) We may refuse to provide the Services to you now and in the future;

(e) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to DapatGaji or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

**17. INDEMNITY**

17.1. You agree to indemnify, defend and hold harmless DapatGaji, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction, (b) the hosting, operation, management and/or administration of the Services by or on behalf

of DapatGaji, (c) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, (e) your breach of any law or any rights of a third party, or (f) any Content uploaded by you.

**18. SEVERABILITY**

18.1. If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

**19. GENERAL PROVISIONS**

19.1. DapatGaji reserves all rights not expressly granted herein.

19.2. DapatGaji may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

19.3. You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

19.4. Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and DapatGaji, nor does it authorise you to incur any costs or liabilities on DapatGaji's behalf.

19.5. The failure of DapatGaji at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

19.6. These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for DapatGaji's affiliates and subsidiaries (and each of DapatGaji's and its affiliates' and subsidiaries' respective successors and assigns).

19.7. The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each

party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

- 19.8. You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the Malaysian Anti-Corruption Commission Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 19.9. If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at [support@dapatgaji.com](mailto:support@dapatgaji.com).

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "GET STARTED" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.