

## TERMS OF SERVICE

*Last Modified Date: 1 January 2023*

The SOLV Website, SOLV Platform, SOLV Mobile Application and the SOLV Services are managed, operated and provided by Solv Sdn. Bhd. under the brand name “**SOLV**”.

“We”, “our” and “us” refer to SOLV. “You” and “your” refer to the User, as applicable. All capitalised words found in these Terms of Service (“**Terms**”) are defined throughout the Terms.

The SOLV Services are made available solely for business entities based in Malaysia. By accessing the Website or using the SOLV Services, the User agrees that the User and the Authorized Representative have read, understood and agree to be bound by these [Terms and our Privacy Policy](#), which will be made available to you upon your registration, and any applicable Third Party Terms (together, the “**Agreement**”). **It is important to read the entire Agreement carefully as some of the provisions affect your legal rights and obligations.**

Further, if you are accessing the SOLV Services through the Mobile Application, then while these Terms shall apply to such use, there may be additional terms (such as the terms imposed by App Store (iOS), Android's (Google) Play Store, or Microsoft's store, which will govern the use of the Mobile Application from time to time. These additional terms to the extent applicable are hereby deemed to be incorporated in these Terms by way of reference.

You may not use the SOLV Services if you do not accept the terms of the Agreement. If you do not agree to be bound by these Terms and the Privacy Policy, you should not use the Website. It is strongly recommended for you to return to this page periodically and review the most current version of the Terms in force. SOLV reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of this Website following the last modified date signifies your assent or ratification of the updated or modified Terms. If you object to these Terms or any subsequent modifications to these Terms in any way, your only recourse is to immediately cease the use of the Website. We may require you to agree to additional terms (if any) between you and SOLV in connection with specific services that you may avail from us from time to time.

### 1. DEFINITIONS

**Account** shall mean the account created by the User on the Website after successful completion of registration.

**Agreement** shall have the meaning as assigned to such term in the foregoing paragraph.

**Anchors** shall mean entities to whom Dealers purchase products from.

**Authorized Representative** shall mean an employee, director or authorised representative of an Organisation who is specifically authorized to register on the Website on behalf of the Organisation to assist the Organisation to avail the [Commerce Offering or] Third Party Service Offerings for itself.

**[BILS Services** shall mean the business instalment loan services provided by the Lenders to the Users on the Platform.]

**BNM** shall mean Bank Negara Malaysia.

[**Card Services** shall mean credit cards issued by Lenders and pre-paid cards issued by Third Party Service Providers authorised by the BNM in this regard, offered to Users on the Platform and co-branded with SOLV branding.]

[**Commerce Offering** shall mean and include the e-commerce portal of the SOLV Services through which Users may offer goods and/or services to other Users on the Platform.]

**Content** shall have its meaning as provided under clause 6.2.

**CRB** shall mean a credit reporting business that has been granted a certificate of registration under the Credit Reporting Agencies Act 2010.

**Credit Information** shall mean collectively the credit information as defined under the Credit Reporting Agencies Act 2010, credit report, credit score, and other credit data and analysis reports received from the CRBs.

**Dealers** shall mean entities who purchase products from Anchors.

**Financial Services** shall mean financial solutions such as unsecured [BILS Services,] SCF Services, [SOLV Pay Later] and such other services as may be provided by Lenders to the Users on the Platform, from time to time.

[**Insurance Service** shall mean transit insurance, life insurance, personal accident coverage etc. which may be offered by Third Party Service Providers to Users through the Platform, by way of which the Users can indemnify themselves against financial losses while availing Third Party Services or Commerce Offerings on the Platform.]

**KYC** means “know your customer” searches to be conducted by any other Third Party Service Provider by such means as deemed necessary in order to provide the Financial Services to the User.

**Lender** shall mean a bank licensed to carry out banking activities under the Financial Services Act 2013 and/or the Islamic Financial Services Act 2013, or similar financial institution onboarded on the Platform as Third Party Service Providers to provide Financial Services [and/or Card Services].

**Logistics Services** shall mean services in relation to logistics, deliveries, shipments, packers and movers provided by Third Party Service Providers.

**Mobile Application** shall mean the mobile application belonging to SOLV which is developed and designed to run on various mobile operating systems, for providing the SOLV Services.

**Organisation** shall mean a sole proprietorship registered under the Registration of Businesses Act 1956, a partnership firm registered under the Partnership Act 1961, a company registered under the Companies Act 2016 (or formerly, the Companies Act 1965), a limited liability partnership registered under the Limited Liability Partnerships Act 2012 or such other body corporate as may be accepted by SOLV.

**Information** shall mean all the details we hold or collect about you, your transactions, your financial information, your personal information, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of the SOLV Services.

**Partner** shall mean third party partners of SOLV from whom SOLV may obtain certain services in relation to the Website and/or the SOLV Services, including but not limited to, the CRBs, verification companies, information repositories and such other parties as deemed necessary by SOLV in order to provide the SOLV Services.

**Platform** shall mean the digital platform having the tradename and brand name SOLV, as operated and maintained by SOLV, the front-end version of which is accessible through the Website.

**Privacy Policy** shall mean the SOLV privacy policy as provided by us to you when you register for the SOLV Services, available at <https://scf-onboarding.solv.com.my/#/login>

**Solv Party or Solv Parties** shall mean, in relation to SOLV, its representatives, agents, and any of their respective officers, directors, equity holders, employees, parent entities, subsidiaries, affiliated entities, representatives, agents and licensors.

**SCF Services** shall mean the supply chain financing services provided by the Lenders to the Users on the Platform. **SOLV Services** shall mean the service of providing the Website and the Platform which facilitates and connects Users to (i) other Users; (ii) various Third Party Service Providers providing Financial Services, [logistics, accounting, human resources and payroll management services etc.] to the User, and any related services in relation to the [Commerce Offering or] Third Party Service Offerings;.

**Third Party Service Offerings** shall mean the Financial Services, [Card Services, Insurance Services, Logistics Services, human resources, accounting and other services] provided by Third Party Service Providers to Users on the Website.

**Third Party Service Providers** shall mean service providers including Lenders, [prepaid card issuers, sellers, service providers, insurers and logistics providers] who are onboarded on the Platform and from whom the Users can avail the Third-Party Service Offerings.

**Third Party Terms** shall mean the additional terms and conditions that the User may have to agree separately with the Third-Party Service Providers to avail any Third Party Service Offerings and for which Solv is not a party to.

**User** shall mean any Authorized Representative or an Organisation (as the case may be) registered on the Website, being a business entity in Malaysia using the SOLV Services to avail any [Commerce Offering or] Third Party Service Offerings and shall include Anchors and Dealers under the SCF Services.

**User Consent** shall mean the consent procured from the User (which is obtained upon the User's acceptance of these Terms) to enable SOLV to access information in relation to the User from a Partner (such as from the CRB).

**User Data** shall mean any data submitted by User to or in relation to the SOLV Services or Commerce Offerings or Third Party Service Offerings (which includes Personal Information,] as defined in the Privacy Policy).

**User Verification** shall mean the process followed by SOLV to ensure eligibility of the User to avail any Third Party Service Offerings.

**Website** shall mean the domain [solv.com.my](http://solv.com.my) and/or the Mobile Application.

**SOLV** and the **User** shall as the context so requires, be individually referred to as a "**Party**" and collectively as the "**Parties**".

## 2. REGISTRATION AND USAGE OF WEBSITE

- 2.1 The Website is freely accessible currently, however, prior to availing any of the SOLV Service(s) as a User, an Organisation (whether through itself or via its Authorised Representative) will have to register on the Website and create an Account. The Authorized Representative can register the User using a valid mobile number and corporate email address and accept the Terms and the Privacy Policy on behalf of the User. A "one time password" ("OTP") will be sent to the mobile number of the Authorized Representative and a verification email will be sent to the valid email address provided by the Authorized Representative. You will need to (i) enter the OTP for validating your mobile number; or (ii) verify the email to validate your email address, to activate and access your Account. Once activated, you can use your mobile number or email together with your password to access the SOLV Services (subject to additional conditions to access Commerce Offerings or specific Third Party Service Offerings as may be specified in these Terms ) and it will remain active until terminated in accordance with these Terms. An Account created by an Authorized Representative without providing necessary support documentation, such as board resolution or resolution of partners etc, as may be required by SOLV at its discretion, to evidence appropriate authorization from its Organisation, will be suspended and terminated.
- 2.2 You will also be required to submit certain documents stipulated as per SOLV's policies as applicable from time to time, for User Verification such as Certificate of Incorporation, Business Registration Certificate, directors / partner identification documents (e.g. ID card, passport or other government issued identity proof), bank statements of specific duration, board resolution, income statement, sales and purchase data, and photos etc. Please refer to Annexure A and Annexure B of these Terms, for further details on the types of documents that we may require. We may also collect your bank statements, etc. for the purpose of enabling you to access the Financial Services and Commerce Offering provided on the Platform, with your specific consent.
- 2.3 You hereby expressly consent to and authorise SOLV to use such documents as well as store and process such information for the purposes set out under the Agreement. To the extent permitted under applicable laws, we will also obtain documents and information pertaining to you in relation to sales and service taxes, income tax reports, etc. from the records maintained by government authorities as part of User Verification. Further details of the information and documents that we collect and the manner in which we use the information are documents are detailed in our Privacy Policy available on our Website, which forms part of these Terms and shall stand incorporated therein. If these Terms read with our Privacy Policy are not acceptable to you, please do not provide any of your information to SOLV. However, in such event, we

may not be able to provide you with the SOLV Services or some parts of it, as may be applicable.

- 2.4 The details and/or documents requested on the Website and the annexures attached to these Terms, are not exhaustive of requirements and SOLV reserves the right to requisition and/or extract additional documents and/or details as may be deemed necessary by SOLV in its sole discretion, to complete User Verification or to enable the Third Party Service Providers to undertake KYC. In the event the details or documents submitted for creating the Account, or for availing the SOLV Services, are incomplete or discrepant, SOLV will request additional information and/or documentation through email and/or SMS sent to the email ID and/or mobile number as provided by you when you sought to register on the Website. In case the discrepancies remain unresolved or if SOLV is unable to successfully complete its User Verification in accordance with its policies, SOLV shall have the right to reject your request for registering with the Website and/or availing the Third Party Service Offerings. SOLV reserves the absolute discretion to accept or reject your request for creating the Account towards availing SOLV Services, Commerce Offerings and any Third Party Service Offerings, without assigning any reasons for the same.
- 2.5 By registering and creating an Account with SOLV, the User represents, warrants and undertakes that:
- (a) The User and/or its Authorized Representative (as the case may be) has created the Account for the Organisation's use and that the information and documents you provide to SOLV will be the Organisation's details (and not that of any third person or entity).
  - (b) All information and documents that you provide to SOLV at any time, including during the course of any commercial transaction with other Users, are at all times true, complete and accurate and any such information is supported by genuine and valid documents submitted to SOLV. You further confirm that you will keep all such information and documents current, complete, accurate and valid at all times for as long as your Account remains valid. You can log in to your Account to review and modify any changed details. You may be required to submit documentary proof as required by SOLV'S policies from time to time to authenticate the modified details and may not be able to use the SOLV Services until verification of the changed details is successfully completed by SOLV. You hereby agree that you will fully indemnify SOLV for any loss, damage, claim, action, costs, charges and expenses which SOLV may suffer or incur as a result of acting on, or relying on the information and documents provided by you.
  - (c) The Authorized Representative has attained majority age, is of employable age and has been duly authorized to act on behalf of the User for the purpose of using the SOLV Services.
  - (d) You will be responsible for safeguarding the security and confidentiality of your Account and password. You will not share, assign or transfer your Account or reveal your password to any third party or do anything else that might jeopardize the security of your Account; and that you will be solely responsible and liable for all actions / instructions initiated using your Account. You may be held liable for losses incurred by SOLV or any other User due to authorized or unauthorized use of your Account as a result of your failure in keeping your Account information secure and confidential and/or not promptly notifying SOLV in the event of any breach of security.

- (e) You will not create more than one Account for the same entity, unless otherwise agreed with SOLV. Provided however that you can invite members of your organization as team members for accessing the same Account in the manner elaborated in the Platform.
- (f) You will comply at all times with all anti-corruption, anti-slavery, anti-bribery and anti-child labour laws and shall not engage in practices involving child labour or slavery.
- (g) SOLV may suspend or terminate your Account or your use of the SOLV Services at any time without notice, if we suspect that any information or documents or authorization that you have provided are untrue, inaccurate, not current, or incomplete or if you are found to be in breach of any of these Terms.
- (h) You will use the Platform for availing goods or services solely for resale or commercial purposes. You will not be buying or using the goods or services exclusively for the purpose of earning your livelihood, by means of self-employment.
- (i) You consent to SOLV collecting, using and processing your Information for the purposes set out in these Terms and the Privacy Policy. You may withdraw this consent at any time by notifying us in accordance with our Privacy Policy.

In the event the User is required to provide any security or collateral (in the form of immovable or movable asset) in relation to a Third Party Service Offering, the User shall provide true, complete and accurate information pertaining to such asset to such Third Party Service Provider who has requested such security or collateral to demonstrate that the User has the sole right, title and interest to such asset. The User shall upload the offer letter or such other documentation that details the security or collateral onto the Platform.

### **3. SCOPE OF SERVICES AND LIMITATIONS**

- 3.1 The SOLV Services provided by SOLV are available and appropriate only for use in Malaysia. The Website is merely an online platform and SOLV only acts as an intermediary to enable Users and the Third Party Service Providers to interact with each other for their transactions and for availing the Third Party Service Offerings provided herein. You hereby agree and accept that SOLV is not and shall not be a party to any agreements entered into or executed between the Users and Third Party Service Providers. Further, you agree that SOLV has no control over the statements, contents, information, representations and/or conduct of any Users, Third Party Service Providers or their Third Party Service Offerings and irrevocably disclaims any and all liability whatsoever arising in this regard to the maximum extent permitted by applicable law.
- 3.2 You may be required to accept and agree to be bound by Third Party Terms applicable to the specific Third Party Service Offerings you choose. The applicable Third Party Terms may be set out at the point of access to the relevant Third Party Service Offerings. These Third Party Terms are in addition to, and not in derogation of these Terms.
- 3.3 For details of the various Third Party Service Offerings, the scope of such service provided, the term of the relevant Third Party Service Offering and the corresponding charges applicable, please refer to the relevant Third Party Terms.
- 3.4 There may be certain Partner terms and privacy policies which may be applicable to the SOLV Services, which may be appended to these Terms, set out at the point of access to the relevant

Partner portals or referred at such other appropriate place. You are also responsible for reading them and complying with them. Any data, information or document that you submit to such Partners shall be governed by the Partner privacy policies. SOLV has no control over the conduct of any Partners and their use of data and irrevocably disclaims any and all liability in this regard to the maximum extent permitted by applicable law.

- 3.5 All transactions undertaken on your behalf by SOLV will be on the basis of your express instructions / prior approval and will be strictly on a non-discretionary basis. SOLV only facilitates the availing of Third Party Service Offerings from the Third Party Service Providers or Commerce Offerings from other Users. You fully understand and agree that the final decision of providing the Third Party Service Offering or Commerce Offering will rest exclusively with the Third Party Service Provider or the User concerned respectively and the Third Party Service Provider or the User concerned is not obliged to accept any advice or recommendations provided by SOLV. SOLV is not responsible for any non-performance or breach of any contract entered into between Third Party Service Provider and Users and any transaction between two or more Users on the Platform. SOLV cannot and does not guarantee that the concerned Third Party Service Provider shall perform any transaction pursuant to the usage of Website. SOLV shall not and is not required to mediate or resolve any dispute or disagreement between Third Party Service Provider and the Users or inter-se between the Users. Subject to applicable laws, SOLV shall also have the right, but not the obligation, to provide such relevant information and documents, as reasonably required by any User in the course of its dispute or disagreement with a Third Party Service Provider or any other User.
- 3.6 By accepting these Terms, you hereby request and expressly authorize SOLV and the SOLV Parties to communicate with you, and accept instructions from you or with your approval, (i) over the telephone by SMS or calls at the number you provide to SOLV (ii) by email at the email address you provide to SOLV; (iii) in writing (including through documents uploaded by you through your Account or otherwise); (iv) through 'click to accept' contracts and forms, and/or any other mode and form as may be determined appropriate by SOLV from time to time. You hereby consent to SOLV, at its sole discretion, recording all telephone calls between you and SOLV Parties for any purpose whatsoever, however subject to applicable laws, and any such records of SOLV shall be conclusive and binding evidence of the fact and content of such communication. It is your responsibility to immediately notify SOLV of any change in your email address or telephone number. You hereby confirm that instructions / approval so provided by you will be valid, effective and binding on you without any further enquiry or due diligence required as to identity of the person purporting to give such instruction / approval. SOLV may, in its sole discretion, seek further confirmation of any instruction / approval given or purporting to originate from you. You hereby specifically consent that SOLV shall be entitled to use any User Data or data / Information SOLV derives from your transaction or usage patterns on the Platform for any cross selling of service offerings or promotion of new offerings in the manner determined by SOLV from time to time, provided that you have not withdrawn your consent.
- 3.7 For as long as your Account remains active, SOLV may, from time to time, recommend SOLV Services or Third Party Service Offerings. We shall not be held liable or responsible for any recommendation we provide regarding any Third Party Service Provider or Third Party Service Offering. Any such recommendation is not an endorsement, certification or guarantee by SOLV about any Third Party Service Provider and is only intended to be useful information for you to make an informed decision. The ultimate decision regarding the appropriateness of any Third Party Service Offering is exclusively yours and you should exercise due caution and/or seek independent advice or conduct your own due diligence before entering into any financial

decision. SOLV shall not be a party to and shall not be responsible or liable for any transactions, interactions, conduct or communications between you and Third Party Service Provider, on or through the Website or otherwise. You acknowledge that SOLV may receive a facilitation fee from the Third Party Service Providers and any other third party banks or credit institutions.

- 3.8 SOLV may at its discretion introduce any new SOLV Services and Third Party Service Offerings, from time to time.
- 3.9 SOLV shall not be liable for any failure or delay to perform any of its obligations if such performance is prevented, hindered or delayed, in part or entirely, by any event beyond the reasonable control of SOLV, including without limitation, fire, flood, explosion, acts of god, pandemic events, government lock-downs, movement control orders, restriction orders, terrorist acts, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, acts of third parties beyond SOLV's reasonable control, security breaches, power shut down, faults or failures in telecommunication or internet services or unauthorized access to computer systems .
- 3.10 For providing any of the SOLV Services or Third Party Services, SOLV may be required to ascertain your location or geolocation. You hereby provide your consent for SOLV and Partners to ascertain, track, record and share your location and geolocation in accordance with applicable laws.

#### **4. SPECIFIC TERMS FOR THIRD PARTY SERVICES**

##### **4.1 Financial Services**

###### **A. *Loan Services***

- (a) When you apply for or avail any Financial Services [or Card Services], we may require you to submit certain documents in accordance with **Annexure A** to enable the Third Party Service Provider to verify your Organisation and the Authorised Representative. We may also require you to update your KYC documents, as and when required. We may also require you to provide us with or give us access to your bank account statements. We may receive the personal information of the Authorised Representative such as name, gender, date of birth, address, phone number pursuant to such KYC verification and you hereby consent to the same. We may also undertake video KYC verification, if legally permitted under applicable laws. We may also require you to submit any other document as may be required by the relevant Third Party Service Provider from time to time. For the avoidance of doubt, you hereby acknowledge and agree that any verification or KYC will be undertaken by the Third Party Service Provider and not SOLV. SOLV shall only act as a facilitator to collect such information and documents on behalf of the Third Party Service Provider.
- (b) The Financial Services [or Card Services] provided to you may be based on your Credit Information, which is maintained by various authorized CRBs in Malaysia and which we obtain from such CRBs on your behalf with User Consent and information derived by using SOLV's proprietary credit analysis algorithms, and any other financial information that you may choose to provide to SOLV. If the information and documents provided to SOLV (by the concerned CRBs or you) are incorrect or incomplete, it will



adversely affect the quality of the SOLV Services, including any recommendation provided by us regarding the Third Party Service Providers.

**B. *Services for Supply Chain Financing (SCF)***

- (a) When an Anchor or Dealer applies for or avail any SCF Services on our Platform, we may require submission of certain documents in accordance with **Annexure B**, to verify the Organisation and the owner. We may also require the Dealer and Anchor as well as their owner to submit KYC documents, in accordance with **Annexure A**. We may also require Anchor and/or Dealer to provide bank details and/or give us access to their bank account statements. We may receive the personal information of the owner such as name, gender, date of birth, address, phone number etc., pursuant to such KYC verification and you hereby consent to the same. For the avoidance of doubt, you hereby acknowledge and agree that any verification or KYC will be undertaken by the Third Party Service Provider and not SOLV. SOLV shall only act as a facilitator to collect such information and documents on behalf of the Third Party Service Provider.
- (b) As part of the SCF Service provided, SOLV may collect, use and process Credit Information of the Anchor or Dealer or its owner(s), which is maintained by various authorized CRBs in Malaysia and which we obtain from such CRBs on its behalf with User Consent. As an additional step, you may be required to upload your registered mobile number for the Credit Information and accept additional terms and conditions.

**C. *Pay Later Program***

- (a) SOLV may offer a pay later program in collaboration with Lenders from time to time to certain identified Users, at its discretion. These terms and conditions (“**PLP Terms**”) are applicable between you and SOLV for the transactions for purchase of goods or services using the "SOLV Pay Later" payment method ("**SOLV Pay Later**") on the Platform.
- (b) It is clarified that these PLP Terms are applicable only if SOLV makes the SOLV Pay Later program available to buyers (“**Buyers**”) for payment to sellers (“**Sellers**”) on the Platform. The expressions “User” and “You” shall refer to both Seller and Buyer.
- (c) The following PLP Terms apply to any and all transactions made on Platform using the SOLV Pay Later payment option:-
  - (i) SOLV Pay Later is a payment option available to certain select Users who are Buyers to make payments to Sellers on the Platform. SOLV Pay Later option may only be available for purchase of select goods from participating sellers on the Platform.
  - (ii) If a Buyer chooses to pay using SOLV Pay Later, the Buyer will transact with one of our Lenders mentioned above. Under SOLV Pay Later, the Lender will provide a credit facility to the Buyer to make purchases on the Platform and make payments for the same on a deferred basis ("**Facility**").
  - (iii) The provision of the Facility is at the discretion of Lender, and the Lender reserves the right to reject (exercisable in its discretion) the Facility to a Buyer, with or without any notice or reason and without any liability.

- (iv) The Buyers and Sellers hereby expressly consent and agree that the Lenders shall disburse the loan amounts into the nodal account of SOLV. SOLV will thereafter transfer the loan amounts into the specified bank account of the Seller. The Buyers and Sellers acknowledge and confirm that they shall not have any objection in SOLV receiving the loan amounts from the Lenders on behalf of Buyer and making the payments to the Seller. The Sellers and Buyers hereby expressly authorise SOLV to receive the disbursed loan amount from the Lenders.
- (v) SOLV has no role to play pertaining to the offering of the Facility or the terms on which the Facility is provided by the Lenders, including but not limited to its issuance, approval, extension, pre-closure, repayment or closure of the Facility and such matters are solely determined by the Lender.
- (vi) As a pre-requisite to avail the Facility, the User must have a valid Account and provide Information as required by SOLV to the satisfaction of SOLV. The User must also have a bank account with one of the specified banks in Malaysia. The Lender may specify the banks for this purpose from time to time, which will be listed on the Lender's website.
- (vii) In order to avail the Facility, the Buyer must enter into a loan agreement with the Lender specifying the details of sanction and available credit limits ("**Loan Agreement**") as an essential pre-condition, in the form notified by the Lender and undertake such other actions as required by such Lender. The Buyer may also be required to make a pre-payment to the Lender towards the Facility extended by the Lender.
- (viii) SOLV Pay Later can only be used for purchases on the Platform if the Buyer has sufficient balance / limit available under the Facility granted by Lender. In the event the Buyer chooses the SOLV Pay Later option for any purchase, however, the balance / limit available under the Facility is inadequate, SOLV reserves the right to cancel such order.
- (ix) The amount of the Facility may be revised, and the Facility may be cancelled by Lender in its sole discretion, and without assigning any reason and without any liability. SOLV has no role in this regard.
- (x) The repayment of the Facility will be made directly by the Buyer to the Lender and will be governed by the terms notified by the Lender from time to time. The Lenders may make various modes and mediums available for repayment of the Facility. SOLV shall not be liable for any default by the Buyer in complying with the terms and conditions of the Facility, including the repayment of Facility amount.
- (xi) Availing of the Facility is governed by the terms and conditions separately prescribed by the Lender and any other terms that the Lender may notify from time to time.
- (xii) By using SOLV Pay Later, and by availing the Facility provided by the Lender, each User hereby fully and unconditionally releases and completely discharges SOLV and the SOLV Parties against any claims (howsoever arising) in respect of availing of the Facility, and all such claims (if any) will lie only against Lender. The User shall indemnify SOLV and the SOLV Parties for any claim, losses or costs arising out of or in respect of any breach or default of the terms and conditions of the Facility by the User.

- (xiii) By participating in the SOLV Pay Later program, the User is consenting and permitting SOLV to share with Lender, the data / information (so requested by Lender) of such User in possession of SOLV, which may have been collected from the said User by SOLV from KYC conducted on said User for the other services offered on the Platform.
- (xiv) The Users also agree and acknowledge that SOLV and the SOLV Parties will not be liable or responsible for any claim on account of availability or non-availability of SOLV Pay Later on the Platform.
- (xv) SOLV reserves the right to cease to make SOLV Pay Later available as a payment option, at any time without prior notice and without any liability.
- (xvi) By using SOLV Pay Later and by availing the Facility, the User acknowledges that SOLV and its Lender may use the User's Information in connection with the Facility, including without limitation for processing and activation of the Facility. In this regard, the User agrees and consents for SOLV to share the information or data pertaining to the User with the Lender.
- (xvii) The Users agree that SOLV and its affiliates will not be liable for any losses or damages suffered by the Users on account of use of SOLV Pay Later or the Facility, including as a result of any fraud in connection with such use.
- (xviii) If an order for which payment has been made using SOLV Pay Later is cancelled, any refund to the Users or cancellation of the Facility will be undertaken by Lender. The Users hereby agree and acknowledge that SOLV and the SOLV Parties has no role in this regard and that SOLV and the SOLV Parties will not be liable or responsible for any claim on this account.
- (xix) SOLV will not be held liable for any dispute arising out of or in connection with use of the SOLV Pay Later payment option or the Facility. In case of any dispute between Seller and Buyer, inter alia regarding the quality or quantity of products or any other aspect regarding the commercial transaction, neither the Lender nor SOLV will have any liability. Such dispute shall be directly resolved between the Seller and Buyer and the same shall not have any effect on the Buyer's repayment obligation to the Lender and the Buyer shall continue to be liable to repay the Facility to the Lender.
- (xx) You authorize SOLV and/or the Lender to communicate with you, through emails or SMS or notifications on the Website / Mobile Application or any other mode, in connection with use of the SOLV Pay Later or the Facility. You acknowledge that Lender may communicate with you through IVR or telephonically.
- (xxi) Please contact Lender for any queries in relation to the Facility or SOLV for any queries in relation to availability of SOLV Pay Later.]

#### **D. General**

SOLV does not guarantee that your application to avail Financial Services [or Card Services] will be successful. The decision to provide you with the Financial Services [or Card Services] lies with the Third Party Service Provider who makes the relevant Third Party Offering available to you. Please read the applicable Third Party Terms carefully to understand the

eligibility criteria and conditions for these Third Party Offerings. Prior to providing any facility, the Lenders may conduct credit approval checks on you and collect, use and process Credit Information. The Users hereby expressly authorize and provide consent to the Lenders to collect, use and process their Credit Information from any CRB and conduct the relevant credit checks. In the event you are required to enter into a separate agreement with Lenders for availing the Financial Services, you shall not agree to any terms contrary to the terms agreed with SOLV. Further, in the event of any conflict or inconsistency between the terms you agreed with SOLV and the terms with Lenders, the terms you agreed with SOLV shall prevail.

#### 4.2 **[Insurance Services**

- (a) Except for certain transit insurance services provided along with the Logistics Services, the Insurance Services are provided under group insurance schemes provided by registered insurers. SOLV is not an insurer or an insurance intermediary and is merely acting as a group manager to administer these schemes. SOLV will therefore not be liable for any insurance payment in case of any issue on quality, return, short shipment, breakage or any other issue covered under the Insurance Services.
- (b) Insurance Services are governed by the terms and conditions provided by the relevant insurers available on their respective websites should you choose to avail Insurance Services.
- (c) Transit insurance is available to you only when you avail Logistics Services for certain categories of services or services exceeding a certain minimum value and will be subject to such terms and conditions as applicable at the time of booking. To apply for the Insurance Services, you may need to submit certain documents and information with us. We may share these documents and information with insurers to help the insurer determine whether you are eligible to receive Insurance Services and comply with its legal requirements.
- (d) The insurer will determine your eligibility to avail the relevant Insurance Services in accordance with its internal policies. The insurer reserves the right to withhold providing Insurance Services to you at its discretion. We will charge you such amount as mentioned in the Platform from time to time for providing the Insurance Services. Further, we will only be liable to make payment towards any of your claims, to the extent such claim is processed by the insurer. In the event any claim is rejected by the insurer, or any claim is only partially allowed by the insurer, we will not be liable to pay the balance amount remaining unpaid.]

#### 5. **[COMMERCE OFFERINGS**

- 5.1 Users may purchase goods or services from other Users through the Website on a business to business basis. The payments for such transactions can be made through the Website.
- 5.2 Terms of such contracts between the Users, including price, conditions of delivery etc., shall be determined between Users entering into the transaction. Any discounts, offers etc. will be provided by selling Users and not by SOLV. Further, for certain category of products, the price may be subject to dynamic fluctuation as determined by the sellers and may vary from the time of ordering and delivery of products. The Users are advised to exercise their discretion in this regard and SOLV shall not be liable for any price fluctuation or variation.

- 5.3 Buyers acknowledge they enter into transactions with other Users on the Platform at their own risk and SOLV does not endorse the sale of any goods or services on the Platform. Buyers are advised to verify the bona fides of sellers independently.
- 5.4 SOLV does not provide any warranties with respect to the merchantability and fitness of any goods and/or services made available by Users for sale through the Commerce Offerings.
- 5.5 SOLV does not make any representations or warranties with respect to the title of the sellers or genuineness of the goods and/or services.
- 5.6 If you are a seller, you represent and warrant that your goods and/or services are compliant with all applicable laws. If you breach this condition or if we receive information that you have violated this condition, we will remove the listing of your goods from the Platform and suspend your access to the SOLV Services. You further acknowledge that SOLV, after obtaining confirmation from the buyer of the Platform of the delivery of the goods or services in good condition, shall transfer the amounts paid by the buyer towards the goods or services no later than 3 days from the receipt of the buyer's confirmation and subject to completion of the transaction in accordance with laws and the contract between the buyer and you. SOLV shall not be liable to pay any amount to the seller if it has not received the relevant payment from the buyer. In the event the buyer of any goods or services raises a dispute, the relevant payment shall be put on hold and SOLV shall not remit the sale proceeds to the seller until the resolution of such dispute. Both the seller and buyer shall cooperate for an expeditious resolution of the dispute and provide appropriate documentary proof and information as required by SOLV in this regard.
- 5.7 If you are a buyer, you hereby agree and acknowledge that SOLV has no control over the actions of the sellers or other Users on the Platform, including the listings of goods or services pursuant to Commerce Offerings on the Platform and no claims shall lie against SOLV and/or the SOLV Parties for any of the actions of the sellers or any other Users on the Platform. You specifically waive any claims that you may have in this behalf under any applicable law.
- 5.8 SOLV is not responsible for any non-performance or breach of any contract entered into between the Users. SOLV cannot and does not guarantee that the concerned Users shall perform any transaction pursuant to the usage of Website. SOLV shall not and is not required to mediate or resolve any dispute or disagreement between the Users in this regard.
- 5.9 The Platform allows Users to connect and communicate with each other on the Platform and exchange ideas. SOLV does not hold any liability on the content (including text, photo and video) shared by the Users with each other.
- 5.10 Any data shared by a User can be used by SOLV for training, quality monitoring, legal and compliance purposes.
- 5.11 In the event you are a seller of goods and/or services on the Platform, SOLV may provide you with an option to enter the invoice number for the relevant transaction. In such an event, you shall ensure that the invoice number is unique, and you have not previously used or will thereafter use the said invoice number for any other order or transaction. You will further ensure that you follow the invoice series mentioned therein solely for transactions undertaken on the Platform.

- 5.12 In the event SOLV is facilitating any buyer to make payments to a seller through itself or any payment gateway on the Platform and such payment is not completed for any reason whatsoever, SOLV and its payment gateway partners will not be liable in any manner and the buyer shall directly liaise with the relevant payment bank. In such an event, SOLV may provide reasonable cooperation to the buyer to process a refund. Further, in the event of any chargeback or return pursuant to any payment failure, the relevant seller and buyer shall be liable to immediately provide all information and documents as required by SOLV to aid SOLV in connection with any disputes. In the event the seller or buyer, as the case may be, fails to provide the required information, SOLV shall be entitled to recover the relevant amounts from the party in any future transaction undertaken on the Platform.
- 5.13 In the event any product delivered to the buyer suffers from a quality issue and the buyer wishes to return such product, the buyer must place a request with SOLV via email / call detailing the reasons for returning such product within 24 hours from the time of delivery of product. Upon receiving such request from the buyer, SOLV shall process the return in accordance with its dispute resolution mechanism. Save and except for any quality issues of the product, the buyer shall not be entitled to return any product delivered by SOLV for any other reason. In the event a buyer refuses to accept the delivery of goods or return the goods for any valid reason and if the relevant seller refuses to accept such return or is unavailable to accept the return of goods even after 3 (three) delivery attempts having been made, SOLV shall be entitled to liquidate such goods and sell them to any person. Upon such sale, SOLV may transfer to the seller, the net amount received from the liquidation proceeds at its discretion.]

## 6. PERMITTED USE OF WEBSITE

- 6.1 You shall use the Website and the SOLV Services solely for your own use, subject to the terms of the Agreement that you have accepted and agree to be bound by upon continued access to the Website. We grant you a non-sub-licensable, revocable, non-transferable, non-exclusive, limited period license to use Website, but solely as necessary to use the SOLV Services and in accordance with the Agreement. All of our rights not expressly granted by this license are hereby retained.
- 6.2 All content, data, design, information or other materials available on and underlying the Website (collectively “**Content**”), including but not limited to software underlying the Website or which are required for accessing or using the Website, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks and other trademarks that may be used on the Website are the property of SOLV and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws. You are not permitted to copy, reproduce, scrap, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, the Platform, the SOLV Services, the Content or any part thereof. You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website and shall reproduce all such notices on all authorized copies of the Content. Any use of the Website, the Platform, the SOLV Services and/or Content in violation of these Terms may violate copyright, trademark and other applicable laws, and could result in appropriate legal action. Notwithstanding anything contained in this Agreement, SOLV may at its discretion, provide the Users with an option to replicate and

use the Content, including images, as available on the Platform, which may have been provided by SOLV or other Users, for cataloguing the products on the Platform or any other permitted purposes. In the event SOLV provides such feature, you hereby acknowledge and agree that the other Users may use the Content provided by you; and upon such usage, SOLV and the relevant User(s) shall not be liable in any manner under applicable laws or otherwise and you shall not have any claim or objection whatsoever against such usage.

6.3 SOLV's role in providing the Platform to you is limited to that of a facilitator. SOLV does not initiate any transactions entered between Users or between Users and Third Party Service Providers on its Platform. SOLV does not select or modify any information provided by Users, including but not limited to information with respect to transaction, conversations and listings. SOLV will not be liable for the content generated or published in listings, chats or conversations between Users or with Partners on its Platform.

6.4 You shall not use the Website, the Platform, the SOLV Services, the Content or any part thereof for any purpose that is unlawful or not permitted by these Terms. You will not display or upload any photo, picture, illustration or graphic representation which may violate the proprietary rights or copyright of any other person and you shall ensure that you are authorized to upload or display such materials. Without prejudice to the generality of the above, you shall not use the Website, the Platform, the SOLV Services, the Content or any part thereof to host, display, upload, modify, publish, transmit, update or share any information that:

- (a) belongs to another person and to which you do not have any right to;
- (b) impersonate another person;
- (c) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (d) harm minors in any way;
- (e) infringes any patent, trademark, copyright or other proprietary rights;
- (f) violates any law for the time being in force or deceives or misleads SOLV about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (h) threatens the unity, integrity, defense, security or sovereignty of Malaysia, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- (i) is unsolicited or unauthorized advertising, junk mail, or spam; or
- (j) sells any counterfeit goods or illegal goods or restricted goods on the Platform.

Further, you shall not use the SOLV Platform if you deal in any counterfeit goods or illegal goods or restricted goods or services as may be prescribed from time to time by SOLV. If you are, or if we have reasonable cause to suspect that you are, in violation of this clause, SOLV reserves the right to immediately restrict, suspend, or terminate your access to the Website and/or use of the SOLV Services. SOLV will not be responsible for any claims arising out of any violation of these Terms that have taken place without its knowledge.

6.5 In the event of any downtime or data breach, hacking or such other incident on the Platform or Website, which may or may not adversely affect you, your sole remedy shall be as set out under paragraph 15.1 below and you shall not directly or indirectly post any offensive or derogatory content against SOLV or any of its affiliates, in any media including social media, in any form whatsoever.

6.6 Further, by availing the SOLV Services, you hereby expressly acknowledge that SOLV shall at its discretion, be entitled to use your name, tradename, brand name, logos etc in any marketing materials, promotional materials or advertisements of SOLV or its Platform and SOLV shall be deemed to have acquired a license for such usage and you shall not raise any objection in this regard.

## 7. CHARGES

7.1 SOLV shall be entitled to charge you fees for the SOLV Services as per the respective SOLV Service that you subscribe to or which is availed to you on the Website. SOLV will deduct the applicable fees when you make any payment through the Website or in such other manner as communicated to you from time to time. The fees as applicable from time to time shall be detailed on our Website or as communicated to you from time to time including by way of email. Fees charged for SOLV Services that involve Third Party Service Providers may be set out on the Website, via email or in such documentation provided for that particular Third Party Service.

7.2 The fees paid to SOLV are non-refundable. SOLV's records shall be final and binding as to any such commencement of the SOLV Service. You acknowledge and agree that SOLV may also receive a referral or facilitation fee from the Third Party Service Provider and/or other third party banks / other institutions for (a) assisting with the settlement of outstanding amounts or dues owed to them by you and / or (b) for referring their services to you.

7.3 In the event any Third Party Service Provider or a User charges you a fee for a transaction involving [a Commerce Offering or] a Third Party Service Offering, notwithstanding the unsuccessful consummation of such transaction, SOLV shall not be liable to Users for any reimbursement or refund of such fee.

## 8. LOYALTY AND REFERRAL PROGRAMMMES

### 8.1 Loyalty Programme

- (a) We may offer a loyalty programme ("**Loyalty Programme**") for Users on the Platform from time to time. The Loyalty Programme seeks to reward Users who avail the SOLV Services. Eligible Users may redeem their loyalty points against Third Party Offerings or transactions with other Users on the Platform. Users can participate in the Loyalty Programme once they have created their Accounts.



- (b) We may grant you loyalty points when you refer other Users to the Website. You may also earn loyalty points when you avail Third Party Offerings or undertake commercial transactions with other Users through the Website. You will be able to view the total number of loyalty points you have accrued when you view your Account information.
- (c) The loyalty points will be valid for use only on the Website. They cannot be redeemed offline against other Users, Third Party Service Providers, or us.
- (d) The loyalty points will be awarded solely at our discretion and the options available to redeem them are also solely at our discretion. We will determine the rules for allocating loyalty points. Except as otherwise expressly prohibited or limited by applicable laws, SOLV has the right to change, limit, modify or cancel the Loyalty Programme at any time, with or without notice.
- (e) The loyalty points are the property of SOLV. You cannot transfer or sell or barter the loyalty points to any other person, including Users of the Platform.
- (f) We may need to share certain information about you with our Partners in order to offer the Loyalty Programme to you. Please refer to the Privacy Policy to understand the nature of information which may be shared.

## 8.2 Referral Programme

We may also offer a referral programme ("**Referral Programme**") on the Platform from time to time for rewarding Users who successfully refer other business entities to onboard as Users. The details of the current Referral Programme offered by us would be notified as applicable..

## 9. PRIVACY

The Privacy Policy relating to our collection, processing, use, storage and disclosure of User Data is incorporated by this reference into, and made a part of, these Terms. By agreeing to the Terms, you agree to the use of the User Data and confidential information as per the Privacy Policy.

## 10. DE-ACTIVATION AND CESSATION OF USE

- 10.1 These Terms are binding from the time you access this Website and will continue until either you or SOLV de-activates your Account in accordance with these Terms.
- 10.2 SOLV may de-activate your Account forthwith with notice to you at your email address registered with us in the event that you are in breach of the Agreement, whereupon the Agreement shall be deemed automatically terminated on the date of the de-activation of your Account.
- 10.3 SOLV may also de-activate your Account for any reason by giving you notice of fourteen (14) days or such other appropriate time period, addressed to your email address registered with us, whereupon the Agreement shall be deemed automatically terminated on the date of the de-activation of your Account.
- 10.4 You may request for the deactivation of your Account by written notice by email addressed to SOLV at support@solv.com.my. Your Account will be deactivated within 30 working

days from receipt of such email, whereupon the Agreement shall be deemed automatically terminated on the date of the de-activation of your Account.

- 10.5 Upon termination of the Agreement, your right and license to access and/or use the Website or avail any the SOLV Services immediately ceases; your Account will be deactivated. Further, any User Data that is in the possession of SOLV will be dealt with in accordance with our Privacy Policy.
- 10.6 Notwithstanding the de-activation of your Account in accordance with this clause, the obligations you have with SOLV and any Third Party Service Provider as set out under any separate applicable Third Party Terms, with regards to ongoing SOLV Services, will survive the termination of the Agreement until such time such Third Party Service Offerings granted to you expire or are terminated by the respective Third Party Service Provider (whichever the earlier).

## 11. REPRESENTATIONS AND WARRANTIES

- 11.1 In accepting these Terms, the User represents, warrants and undertakes on its own behalf or where the Terms are accepted by an Authorised Representative, on behalf of the Organisation (as the case may be) that:
- (a) , (i) where it is an entity other than a sole proprietorship, its Organisation is duly established, incorporated or registered in Malaysia , as the case may be, validly existing and in good standing, has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted; (ii) where it is a sole proprietorship, he/she is not insolvent and has all necessary permits to carry out his/her business;
  - (b) its Organisation has obtained all necessary corporate and legal (including statutory and regulatory) permissions, approvals and permits for the running and operation of its establishment and for the conduct of its business;
  - (c) its Organisation has:
    - a. full corporate right, power and authority to agree to, deliver, consummate and undertake any action, obligation, transaction, or right under the Agreement (including accepting the SOLV Services and the Third Party Service Offerings); and
    - b. where applicable, specifically authorised the Authorised Representative to act on its behalf for the purposes of the Agreement, the use of the Website and/or the Platform (including in respect of the SOLV Services and the Third Party Service Offerings) and any action taken or omission by the Authorised Representative under the Agreement or in the use of the Website and Platform shall be irrevocably deemed to be an action or omission by the Organisation];
  - (d) the Agreement forms legal, valid and binding obligations of the User, enforceable in accordance with its terms; and
  - (e) no claim, litigation, arbitration, claim, suit, action, investigation or proceeding or order, judgment, injunction, decree, award, settlement or stipulation of or before any

arbitrator, tribunal or government authority, is pending or outstanding against the Organisation affecting its ability to enter into or perform the Agreement.

- 11.2 The Users shall not avail any SOLV Services if they are the subject of any applicable export controls, trade and investment restrictions, economic or financial sanctions or embargoes administered, imposed or enforced by any regulatory authorities (including the Malaysian Ministry of International Trade and Industry, Malaysian Ministry of Home Affairs, United Nations Security Council Sanctions Committee, Office of Foreign Assets Control (OFAC) or the U.S. Department of State ("**Sanctions**"). The Users must comply with all other export and re-export restrictions that may apply to goods, software, technology and services and ensure that its clients and vendors are not subject of any Sanctions. The Users will also adopt appropriate processes to prevent the offering of any illegal gratification in the form of bribes or kickbacks either in cash or in kind under applicable law in the course of all dealings with each other and with SOLV. Each User represents, warrants and undertakes that it has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to the SOLV Services (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of the other party, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control do not do so. The Users shall also ensure that they comply with all applicable laws while availing the SOLV Services, including labour laws and they will not engage in or encourage slavery and child labour in any manner whatsoever. Any instances of such violations will be viewed in a serious manner and we reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

## **12. DISCLAIMER OF WARRANTIES**

WE PROVIDE SOLV SERVICES, THE PLATFORM, OUR CONTENT OR THE WEBSITE, AND ALL CONTENT AND MATERIALS AVAILABLE THROUGH THE SOLV SERVICES, THE PLATFORM AND THE WEBSITE "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAWS, SOLV, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOLV SERVICES, THE PLATFORM, OUR CONTENT OR THE WEBSITE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. FURTHER THE CURRENT VERSION OF PLATFORM MAY BE SUSCEPTIBLE TO BUGS AND GLITCHES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SOLV SERVICES, FROM OUR CONTENT, OR WHICH IS OTHERWISE AVAILABLE THROUGH SOLV SERVICES WILL CREATE ANY WARRANTY REGARDING SOLV, THIRD PARTY SERVICE OFFERINGS, PARTNER SERVICES OR ANY SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU WILL USE THE SOLV SERVICES AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN OUR CONTENT, OR OTHER CONTENT AVAILABLE THROUGH SOLV SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SOLV

SERVICES, FROM YOUR DEALINGS WITH ANY THIRD PARTY SERVICE PROVIDERS, OTHER MEMBERS OR PARTNERS AND FROM YOUR USE OF OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH SOLV SERVICES. YOU ACKNOWLEDGE THAT SOLV IS SOLELY A FACILITATOR BETWEEN YOU AND THIRD PARTY SERVICE PROVIDERS. TO THE MAXIMUM EXTENT PERMITTED BY LAWS, SOLV EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN OUR CONTENT OR SOLV SERVICES, INCLUDING THE INACCURACY OR INCOMPLETENESS OF ANY SUCH USER VERIFICATION, CREDIT REPORTS, CREDIT SCORES, OFFERS OR OTHER INFORMATION, TOOLS OR ANALYSES AVAILABLE THROUGH SOLV SERVICES, THE PLATFORM OR OUR CONTENT ON THE WEBSITE.

### **13. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAWS, SOLV AND SOLV PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO SOLV SERVICES, OUR CONTENT OR USE OF THE WEBSITE.

IN NO EVENT WILL THE TOTAL LIABILITY OF SOLV AND/OR SOLV PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, SOLV SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE MYR 1,000.

### **14. INDEMNITY**

You will defend (if requested by any SOLV Party), indemnify, and hold harmless the SOLV Parties from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by SOLV and/or the SOLV Parties in connection with any claim by a third party arising out of or in any way related to: (1) your use of SOLV Services, the Platform, our Content or the Website; (2) your violation or alleged violation of the Agreement or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and a third party, including any provider of third party content or other Users. You must not settle any such claim or matter without the prior written consent of SOLV. SOLV and the SOLV Parties reserve the right, at their own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defence of any such claims.

### **15. GENERAL PROVISIONS**

#### **15.1 Grievances**

If you have any other concern or grievance with respect to any of content/information/data on the Website, please send an e-mail to our compliance team on [compliance@solv.com.my](mailto:compliance@solv.com.my) and we will study the matter and take such action as we deem appropriate under the circumstances.

**15.2 Assignment**

You cannot assign or otherwise transfer the Terms, SOLV Services or any rights hereunder to any third party. Our rights under the Terms with respect to SOLV Services are freely transferable to any third parties without the requirement of seeking your consent.

**15.3 Governing Law**

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in Malaysia. The courts in Malaysia shall have exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

## ANNEXURE A

Tick the Category Applicable

Category	Nature of the Entity	KYC Documents
A	a) Private Limited Company b) Public Limited Company	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation (COI) issued by Companies Commission of Malaysia (CCM) together with following (if applicable):               <ul style="list-style-type: none"> <li>- Form 24 / Register of members under Section 51 of Companies Act 2016 and Return of Allotment of Shares</li> <li>- Form 44 / Notice Of Situation Of Registered Office And Of Office Hours And Particulars Of Changes</li> <li>- Form 49 / Notification of change in the Register of Directors, Managers and Secretaries under Section 58 of Companies Act 2016</li> </ul> </li> <li>• Copy of COI of all corporate shareholders</li> <li>• Copy of IDs or passport of all individual shareholders</li> <li>• Copy of IDs or passport of the directors</li> </ul>
B	Limited Liability Partnership	<ul style="list-style-type: none"> <li>• Copy of Certificate of Registration &amp; Corporate Profile issued by the CCM</li> <li>• Copy of ID Card or passport of all Partners</li> </ul>
C	Partnership	<ul style="list-style-type: none"> <li>• Copy of Certificate of Registration &amp; Business Information issued by the CCM</li> <li>• Copy of ID Card or passport of all Owners / Partners</li> </ul>
D	Sole Proprietorship	<ul style="list-style-type: none"> <li>• Copy of Certificate of Registration &amp; Business Information issued by the CCM</li> <li>• Copy of ID Card or passport of all Owners</li> </ul>
<p>Note: The signing authorities should be as following for the referred entities</p> <p>Category A - Directors/Partners or authorized signatories as per board resolution.            Category B and C - Partners</p>		

Category D - Sole Proprietor

Where the Authorized Representative is a specific individual authorized to receive such information on behalf of such an entity, letter of authorization and KYC of the specific individual will also need to be affixed (ID proof, address proof and ID card).

The above list is not exhaustive, and SOLV has the right to request for additional documentation and/or information when deemed necessary.

**ANNEXURE B**

SCF Documents

Nature of the Entity	Documents
Anchor	<ul style="list-style-type: none"> <li>• Solv platform authorized representative consent form</li> <li>• Proof of business identification such as Certificate of Registration / COI issued by CCM</li> </ul> <p>From the owner:</p> <ul style="list-style-type: none"> <li>• A certified copy of ID or passport</li> <li>• One recent photograph (optional)</li> </ul>
Dealer	<ul style="list-style-type: none"> <li>• Solv platform authorized representative consent form</li> <li>• Proof of business identification such as Certificate of Registration / COI issued by CCM</li> <li>• Bank statements</li> <li>• 3 years audited accounts (optional)</li> <li>• Company background (optional)</li> <li>• Latest Management accounts (optional)</li> <li>• Latest debtors aging list (optional)</li> <li>• Top buyer and supplier list (optional)</li> <li>• Other bankers listing (optional)</li> <li>• Cash flow projections (optional)</li> </ul> <p>From the owner:</p> <ul style="list-style-type: none"> <li>• A certified copy of ID or passport</li> <li>• One recent photograph (optional)</li> </ul> <p>The above list is not exhaustive, and SOLV has the right to request for additional documentation and/or information when deemed necessary.</p>