

MERCHANT REGISTRATION AGREEMENT

QashGift Merchant Terms of Use

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY DESIGNERMATIC SDN BHD (HEREINAFTER KNOWN AS "QASHGIFT"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF QASHGIFT'S CUSTOMER E-GIFT CARD PROGRAM (HEREINAFTER KNOWN AS THE "SERVICE"). BY REGISTERING FOR AND/OR USING THE SERVICE IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE SERVICE. ALL DEFINED TERMS USED HEREIN SHALL BE SOLELY APPLICABLE TO THIS AGREEMENT.

1. Customer e-Gift Card Program

The Service allows business owners and managers ("Merchants") to manage their business details in QashGift's database, view analytics on usage of QashGift's service at their business, allow customers to purchase online gift cards ("e-gift cards") via QashGift, and target paid advertisements to QashGift users. The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein, which terms include all terms of use and other operating rules, policies and procedures that may be published from time to time on the Service or on QashGift's website, currently located at www.QashGift.com (hereinafter known as the "Site").

QashGift reserves the right to modify or terminate the Service for any reason, without notice, at any time. QashGift reserves the right to alter these Terms of Use or other Service policies at any time and notify you of material changes by posting notice through the Service. What constitutes a "material change" will be determined at QashGift's sole discretion, in good faith, and using common sense and reasonable judgment.

2. Eligibility

Merchants must be invited and/or approved by QashGift to access the Service. You can register ONLY if are a legally registered business entity and you represent and warrant that you have the authority to bind the entity to this Agreement. QashGift may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. These Terms of Use are void to the extent prohibited by applicable law and the right to access the Service is revoked in such jurisdictions.

3. Accounts and Passwords

Each Merchant must complete the registration process by providing QashGift with current, complete, and accurate information, as more specifically required by the then current registration procedures. You represent and warrant that all registration information you submit is accurate and truthful. QashGift may use the contact information you provide to verify your identity and you hereby consent to QashGift contacting you directly or through automated means to do so. You are solely responsible for all activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Service password. You shall never use another user's account without such other user's

express permission. You will immediately notify QashGift in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You agree that QashGift cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

You must keep your account information up-to-date and accurate at all times, including a valid email address and phone number. You may not transfer or sell your QashGift account to another party.

4. Fees and Payments

Merchants will be charged a flat fee of six percent (6%) for every redemption transaction. This transaction fee and all other fees, if any, imposed by DesignerMatic may change from time to time. If we change them, we will give you at least thirty (30) days' notice before implementing the change. If they do change, your continued use of our Services after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs. You are responsible for all taxes applicable to the fees, if any, in any applicable jurisdiction. Changes to your account (e.g., price plan, features, or identifiers) will not take effect until after your next billing date.

Fees paid to DesignerMatic Sdn Bhd or its assigned licensees for products and service offered on the Site, unless otherwise specified in writing, are non-refundable. If your use of the Site is terminated by us because of your breach of these Terms, we will retain fees and charges paid by you for your use of the Site. If we terminate your use of the Site for any reason other than your breach of these Terms, we will refund your subscription fee on a pro rata basis.

You agree to pay the total charges by the Required Payment Date using any of the following methods: cheque, credit card, automatically by pre-authorized bank or credit card payment.

Charges to your account are due and payable in full from the date of your invoice or statement. If you are paying through a financial institution, please allow adequate time for your payment to reach us prior to the Required Payment Date.

If payment of an amount due on your account is not received by us by the Required Payment Date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of two percent (2%) per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.

You authorize QashGift to obtain information about your credit history and agree that QashGift may provide information to others about your credit experience with QashGift.

You acknowledge that the acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions. You are liable for all charges to your account.

You confirm that the information you have provided to us is up-to-date and accurate and agree to notify us of any change in your information.

Charges will commence on the date of the initial activation of the QashGift service.

Administrative charges (RM150.00 fee) may be levied for administration or account processing activities in connection with your account, including as a result of the following: collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments; returned or rejected payments; change of any identifier and the restoration of service.

Any questions or discrepancies regarding charges on your invoice must be reported to us within 90 days of the date of your invoice or statement. Failure to notify us within this time period will constitute your acceptance of such charges.

Unless otherwise permitted by applicable law: you may terminate all or any part of your services upon no less than sixty (60) days advance notice by contacting QashGift in writing or email to merchant@QashGift.com; and QashGift may terminate all or any part of your services upon no less than 60 days advance notice to you at your billing address. Applicable charges will continue to apply until the end of the notice period or until the services are no longer accessible by you, whichever is later. An *early cancellation fee may apply.

Changes to your account (e.g., price plan, features or identifiers) will not take effect until after your next billing date.

QashGift may change these terms, and any aspects of the services, upon notice to you. If you do not accept a change to these terms, your sole remedy is to retain the existing terms unchanged for the duration of your commitment period. If you do not accept any other change to aspects of the services, your sole remedy is to terminate.

*Early Cancellation Fee: If you subscribe to one of our services for a committed period of time, or if you received a credit or rebate as part of a special promotion and your service is terminated prior to the end of the commitment period, you may be subject to an Early Cancellation Fee for each terminated service. Early Cancellation Fee = Total Subscription Fee - (Total Subscription Fee × (# months elapsed in your Service Agreement Term ÷ Total # months in your Service Agreement Term)) + applicable taxes.

5. Content and Ownership

You acknowledge and agree that the Service and all content, information and other materials made available via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws or privacy laws, and QashGift (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by QashGift, you agree not to or allow a third party to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Service or such content, information and other materials.

6. User Submissions, Prohibited Content, and Activities

For purposes of the Terms of Use, the term "Content" includes, without limitation, written comments, information, data, text, photographs, software, scripts, graphics, and other content.

By uploading, posting, submitting or otherwise distributing any Content ("User Submission") via the Service or which you otherwise provide to QashGift, you hereby:

1 grant and agree to grant to QashGift a non-exclusive, transferable, perpetual, irrevocable, non-exclusive, royalty-free right and license (with right to sublicense) to use, reproduce, publicly display, modify, distribute, User Submission, in any form, in connection with the Service (including without limitation, in connection with the "QashGift" service); and

2 represent and warrant to QashGift that (a) you own or otherwise control all rights to such User Submission, (b) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by these Terms of Use and to grant the license rights set forth above, (c) you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by these Terms of Use; (d) you are authorized to grant all of the aforementioned rights to the User Submissions to QashGift and all users of the Service and (e) use of the User Submission by QashGift will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary right.

QashGift shall have the right to use, reproduce, transfer, sublicense and otherwise exploit perpetually any information that you submit, upload, post, create or add to the Service.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use and by the law. You are responsible for all of your activity in connection with the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Submission, that:

1 infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

2 violates any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, false advertising, or beverage alcohol advertising and marketing);

3 you know are false, misleading, untruthful, or inaccurate;

4 are unlawful, defamatory, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, and invasive of another's privacy, tortuous, obscene, offensive, or profane;

5 constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");

6 contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of QashGift or any third party; or

7 impersonates any person or entity, including any employee or representative of QashGift.

Additionally, you shall not: (a) take any action that imposes or may impose (as determined by QashGift in its sole discretion) an unreasonable or disproportionately large load on QashGift's (or its third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (c) bypass any measures QashGift may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (d) run any form of auto-responder or "spam" on the Service; or (e) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Service.

You shall not (directly or indirectly): (a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (b) modify, translate, or otherwise create derivative works of any part of the Service, or (c) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

QashGift does not guarantee that any Content or User Submissions will be made available through the Service. QashGift has no obligation to monitor the Service, Content, or User Submissions.

However, QashGift reserves the right to (a) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if QashGift is concerned that you may have violated the Terms of Use), or for no reason at all and (b) to remove or block any User Submissions from the Service.

7. Privacy

In connection with your use of the Service, you shall comply with the QashGift's Privacy Policy.

In connection with the Service, you may obtain personal information, including but not limited to Facebook account name, first and last name, e-mail address, age, shopping behavior, business frequency, or friends. Without obtaining prior permission from QashGift or the applicable user, this

personal information shall only be used by for you to manage QashGift usage at your business or to view customer statistics at your business and you may not use or disclose such information for any other purpose. QashGift has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any QashGift user to your email or physical mail list. You agree to take commercially reasonable steps, compliant with applicable laws, rules, and regulations, to protect all QashGift user data and information from unauthorized use, disclosure, or access by third parties.

8. Rewards, Offers, and Specials

As defined in the Service, an item or service offered by merchants to QashGift users must not require that a user use another service or website to redeem the e-gift cards.

Merchants must at all times honor any Rewards, Offers or Specials offered through the Service. Any costs derived from honoring Rewards, Offers or Specials is at the sole expense of the Merchant. QashGift is to be held harmless from any liability derived from failure of Merchant to honor Rewards, Offers, or Specials.

Items and services that are offered by the Merchant to QashGift users are solely a transaction between the user and the Merchant. QashGift reserves the right, at its sole discretion, to destroy any QashGift e-gift cards it believe were redeemed fraudulently. Should QashGift have any doubts as to the authenticity of a transaction for which a QashGift e-gift card was used, QashGift reserves the right to request for proof of said transaction in order to ascertain the authenticity of redeemed e-gift cards. Should suspected fraudulently redeemed e-gift cards be used to trade for other e-gift cards in the QashGift Marketplace or Exchange, QashGift reserves the right to reverse any such trades at its sole discretion.

9. Termination

QashGift may terminate any user's access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your registration and account, you may do so at any time by following the instructions on the Service.

Upon any termination, all rights and obligations of the parties shall cease and you shall immediately cease using the Service, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of the Agreement shall survive and (b) the provisions of Sections 5, 7 and 10 - 15 inclusive shall survive. After termination, QashGift has no obligation to maintain any content in any user's account or to forward any unread or unsent messages to you or any user of the "QashGift" service or any other party.

Upon termination, all e-gift cards and Specials issued by the Merchant shall be removed from the Service. QashGift shall be held harmless against any claims made by other users against QashGift deriving from the removal of such e-gift cards and Specials. The Merchant shall undertake to

compensate all QashGift users for loss of e-gift cards and Specials due to termination of Service for any reason.

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. QASHGIFT DOES NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE, OR CORRECT; (B) THE SERVICE WILL BE SECURE, ERROR-FREE, UNINTERRUPTED, OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

11. Limitation of Liability

You agree that QashGift shall not be responsible or liable for any unauthorized access to, alteration or use of your account, transmissions or data, or any material or data sent or received or not sent or received through the Service. You agree that QashGift is not responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

IN NO EVENT SHALL QASHGIFT (OR ITS AFFILIATES, LICENSORS AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF US\$50.00 OR THE FEES PAID BY YOU FOR ACCESS TO THE SERVICE DURING THE PREVIOUS 12 MONTH PERIOD, WHICHEVER IS GREATER, EVEN IF QASHGIFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

12. Indemnification

You agree to **(a)** defend QashGift and its employees, contractors, officers, directors and representatives against any action or suit that arises out of your use or misuse of the Service, any transaction or other dealings with any other user or other third party in which you are involved, or your breach of any of your representations, warranties or covenants under this Agreement and **(b)** indemnify QashGift for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such a claim. QashGift reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with QashGift in asserting any available defenses.

13. Disputes; Choice of Law and Forum

A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The Agreement shall be governed by and construed in accordance with the laws of Malaysia. In the event of any conflict between Malaysia and foreign laws, rules and regulations, Malaysia laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to the Agreement or use of the Service shall be filed only in the state or federal courts located in Malaysia, and you further agree and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

14. Integration and Severability

This Agreement, in addition to any other written agreements, you may have entered into with QashGift regarding specific services, are the entire agreement between you and QashGift with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and QashGift with respect to the Service. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

15. General Provisions

Your rights and obligations under the Agreement are personal to you, and are not assignable, transferable or sub-licensable by you except with QashGift's prior written consent. QashGift may assign, transfer, or delegate any of its rights and obligations hereunder without consent. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the

Service or Agreement, and neither party has any authority of any kind to bind the other in any respect. All notices under this Agreement will be in writing (including electronically) and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile, e-mail or through the service; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

16. Modification of Terms of Service

We may modify the Terms upon notice to you at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the website:

<http://www.QashGift.com/terms>. You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services.

Your continued use of the Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.