



## TERMS & CONDITIONS

This page tells you the terms on which you may use this website ([www.microleapasia.com](http://www.microleapasia.com)) and other related products/services related to microLEAP (“Services”).

By using this Website in any manner, you indicate that you accept these terms and conditions and you agree to be bound by them. If you do not agree to these terms and conditions, you shall refrain from further use of this Website.

“You, User(s), your” shall be indicative of any person using the website for any reason whatsoever and shall include any third parties acting on behalf of an individual, company or entity.

“We”, “Our(s)”, “Us”, shall be indicative of MICROLEAP PLT (LLP0016104-LGN) as the operator of this website, application and other services that shall be included within the use of the website.

## INFORMATION ABOUT US

microleapasia.com is the name of the Website set up for the peer-to-peer (P2P) lending platform operated by MICROLEAP PLT (LLP0016104-LGN). MICROLEAP PLT has been approved to operate as a Recognised Market Operator (P2P Platform) in Malaysia by the Securities Commission of Malaysia and we shall do so through our aforementioned website, application and other extended services/products

## ACCESSING OUR SITE

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this Website without prior notice. We shall not be liable if for any reason our Website is unavailable at any time or for any period. From time to time, we may restrict your access to some or all of this Website without assigning any reason. When you register with us you will choose a username and password that is unique to your account. You must treat such information as confidential, and you must not disclose it to any third party. We have the sole and absolute right to disable any account if, in our opinion, you have failed to comply with any of the provisions of these terms and conditions. We shall have no liability as a result of any third party accessing your account. You will be responsible for making all arrangements necessary for you to have access to this Website. You will also be responsible for ensuring that all persons who access this Website through your internet connection are aware of these terms, and that they comply with them.

## CONSENT

You are solely and entirely responsible for the use of this website and access to all information, and content that you upload, publish, share or display through the website. You represent and warrant that you own or have otherwise obtained all necessary rights, permission, authorisation, or licenses to do so when posting or submitting any content, information, or other materials via the website and application. You shall not upload, share, publish any material which are illegal, false, inappropriate, offensive, abusive, defamatory or which shall give rise to civil or criminal liability or infringe the rights of another. You understand and agree that we may review, delete, remove any content, information, material, and further suspend or terminate your account or profile without notice if you are found to have violated these terms and conditions.



You agree that all businesses, signatures, communications, notices, instructions and messages executed electronically through the website and application shall be deemed to be properly communicated to you.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in this Website, and in the material published on it. Those works are protected by copyright laws and treaties in Malaysia and around the world. All such rights are reserved. You irrevocably and unconditionally agree to respect all intellectual property rights, including but not limited to copyright, trademarks, trade names (whether registered or not) contained or displayed on the Website or which you gain access to in connection with using our services. We do not have control over content published on the Website which may belong to third parties and cannot guarantee the authenticity of any content which users may provide generally during the course of their use of the Website. Therefore, we do not accept liability for any content or material, of whatever nature, that is uploaded to or shared on our Website that is not uploaded by us, regardless of its provenance. You acknowledge that all content accessed by you using the Website is at your own risk and you will be solely responsible for any danger or loss to any party resulting therefore. Some material that is shared on our Website is highly confidential and not intended for distribution. You must not use any part of the materials on our Website for commercial purposes without our prior written consent and you agree not to download or print off copies of such materials for any purposes other than those for which they are intended. If you print off, copy or download any part of our site in breach of these terms and conditions, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **RELIANCE ON INFORMATION**

Commentary and other materials posted on this Website are not intended to amount to advice on which reliance should solely be placed. We shall not be liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its content. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor or member of our Website, or by anyone who may be informed of any of its content. You understand and agree that the contents of this website, application and other services extended from it shall not be construed as indicative in nature and should only be seen as a mere guide. You agree to not rely on the contents and information on this website in any decisions that is to be made or has been made.

You undertake to only share, upload, publish, transmit information or material that is correct and that you are legally authorized to share with us. These information or material shall be used for further use of our services and you agree that any illegal, inaccurate, incorrect, unwarranted information that has been provided by you to us shall be a violation of this terms and conditions.

## **CHANGES TO THE SITE**

We aim to update this Website regularly and may change the content and terms (including but not limited to our Investor and Issuer Agreements, Privacy Notice and these Terms and Conditions) at any time without prior notice. You should refer to the latest content and terms of this Website prior to making any decision to either issue or invest. If the need arises, we may suspend access to the



Website, or close it indefinitely, subject to terms in the Investor and Issuer Agreements. Any of the material on this Website may be out of date at any given time, and we are under no obligation to update such material.

#### OUR LIABILITY

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results or the use of this site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - o Loss of income or revenue;
  - o Loss of business;
  - o Loss of profits or contracts;
  - o Loss of anticipated savings;
  - o Loss of data;
  - o Loss of goodwill;
  - o Wasted management or office time;
  - o any other loss or damage of any whatsoever form, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even it is foreseeable.

You hereby undertake to fully indemnify us for any damages, losses, expenses and costs that may arise whether directly or indirectly due to you committing a breach of these terms and conditions.

#### INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Notice. By using the Website and application, you irrevocable and unconditionally authorise and consent to such processing and you warrant that all data provided by you is legally accurate and that you have the authority to share such data. You shall notify us (either by the Website or by emails) if there are any changes.

#### REPRESENTATION BY THE USER

You further represent and warrant that you:

- Are of legal age and are authorised to share, submit, upload the data, information and material required by us in order for you to complete your profile and to use our services.
- Will not damage, disable, destroy, hack or cause any harm to the website, application or interfere with any other user.



- Will not upload, share, submit, publish, send, or post any unsolicited, or unauthorised materials on the website or application.
- Will not copy, reproduce, alter the contents, material, information on this website for any personal use or for business purposes that can be considered in competition with our services.
- Will not communicate with other users to directly or indirectly enter into any lending transactions outside of the services provided by us.
- Will not impersonate any person or entity, provide false information, statements, representations
- Will only use the website and application for lawful purposes and will not be involved in any unlawful activities.

You agree that the material or information that you provide, and which is posted to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website.

#### VIRUSES, HACKING AND OTHER OFFENCES

You shall not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (together "Viruses") to the Website. You shall not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to this Website. You shall not attack this Website via a denial-of-service attack. By breaching this provision, you may commit a criminal offence under the Computer Crimes Act 1997. We may report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use this Website will cease immediately. We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

#### LINKING TO OUR SITE

You may not link to this Website, either manually or automatically, without our prior written permission. This Website must not be framed on any other site without our prior written permission. We reserve the right to withdraw linking and framing permission without notice. If you wish to make any use of material on this Website other than that set out above, please address your request to [hello@microleapasia.com](mailto:hello@microleapasia.com).

#### LINKS FROM OUR SITE

Where this Website links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.



## JURISDICTION AND APPLICABLE LAW

The Malaysian courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms and conditions are governed by Malaysian law.

## VARIATIONS

We reserve the right to amend and/or revise these terms and conditions without prior notice, at any time by amending this page without assigning any reason thereto or highlighting to you what the changes are. You are expected to check this page from time to time and to take notice of any changes we make, as the amended or updated terms and conditions will be binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our site.

Nonetheless, you shall still be bound by the terms of any previous versions to which you have agreed or been deemed to agree at the relevant time. If there is a conflict between two versions of the terms to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

## DISPUTE SETTLEMENT

You understand and agree that you shall be responsible for your interactions, and communications on the website and application. In the event of a dispute, we reserve the right but will have not obligation to resolve disputes through alternative dispute resolution as a means of an amicable settlement.

## SEVERABILITY

If any provisions of these terms are deemed invalid by the Malaysian court, the invalidity of such provision shall not affect the validity and enforceability of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

## RISK DISCLOSURE

microLEAP does not, expressly or impliedly, directly or indirectly, guarantee or make any representation or warranty concerning the completeness, adequacy or accuracy of this risk disclosures notice. This brief statement does not disclose all of the risks and other significant aspects of lending to businesses. You should, therefore, carefully study and consider the merits and demerits and take independent professional advice before becoming involved in lending transactions. You should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk, keeping in mind your financial resources.



## YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact us at:  
[hello@microleapasia.com](mailto:hello@microleapasia.com).

Thank you for visiting our site.