

## TERMS OF USE

**BY USING OR ACCESSING BOLD.Up, YOU HEREBY AGREE TO ADHERE TO, AND BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH MAY BE AMENDED, VARIED OR MODIFIED FROM TIME TO TIME. SUCH AMENDMENTS SHALL BE DEEMED EFFECTIVE TO YOU WHEN COMMUNICATED TO YOU BY POSTING TO THIS WEBSITE. PLEASE FREQUENTLY CHECK THIS PAGE FOR THE LATEST UPDATES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MAY NOT USE OR ACCESS BOLD.Up.**

This User Agreement is entered into between You ('You' or 'Your' or 'Yourself') and Macro Kiosk Berhad ('We' or 'Our' or 'MACROKIOSK') [Each may be referred to as a 'Party', and collectively as 'Parties'] (collectively 'Agreement') for the purposes of, inter alia, the usage of BOLD. solutions via the Infrastructure. Now, therefore the Parties hereby AGREE as follows:

### **1. DEFINITIONS & INTERPRETATION**

1.1 **Definitions.** The words and expressions herein in upper case shall have the meaning ascribed to them under Appendix 1 section 1 hereto unless the contrary intention appears.

#### **1.2 Interpretation**

i. Any reference of MACROKIOSK and You shall include reference to its successor-in-title and lawful assigns.

ii. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.

iii. Any technical term not specifically defined in this Agreement shall be construed in accordance with the general practice of those in that profession to which the term is used.

iv. Any reference to "approval" or "consent" shall mean approval or consent in writing.

v. The words "other", "includes", "including", "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

### **2. ELGIBILITY**

You must have a valid mobile number (which is enabled to receive SMS) and email address. If You are an individual, You must be of the legal age of 18 years old and above or if You represent a Company/Business, You must be duly authorized to enter into this Agreement on behalf of Your Company/Business.

### **3. PROVISION OF INFRASTRUCTURE**

3.1 **Provision of Infrastructure & Interface.** You agree and acknowledge that (i) You shall not use the Infrastructure or Service(s) in any commercial manner and shall be limited to research and testing purposes only; (ii) You shall conform to all specifications as provided by MACROKIOSK to You from time to time in order to access to the Infrastructure and Service(s); (iii) shall only connect to the Infrastructure or such graphical user interface by using the exact User ID notified to You by MACROKIOSK from time to time; and (iv) MACROKIOSK has the absolute right to execute necessary changes or enhancements to its Infrastructure.

#### **3.2 Limitation of Infrastructure and Service(s).**

i. You agree and acknowledge that MACROKIOSK (i) delivers the Mobile Content via Mobile Network Operators and can therefore only influence the delivery transmission of the Mobile Content within the technical parameters and constraints imposed by such providers; and (ii) has no influence whatsoever on the quality of the Service(s) once the Mobile Content has been submitted to the Mobile Network Operators and thus has left its domain of control; and (iii) cannot commit to or guarantee any delivery time as such times depend on various network and system-related factors among the various entities involved in transporting the message across the GSM network.

ii. Mobile Content submitted and accepted via the Service(s) will be disseminated to the addressed Mobile User, provided that: (i) the Mobile User's mobile network is subscribed/connected to the Mobile Network Operators; (ii) the Mobile User's mobile device is switched on and located

in an area covered by the Mobile Network Operators; and (iii) the Mobile User's mobile device supports the Mobile Content delivery and its network is not temporary or permanently disabled.

3.3 **Provision of Service(s) & Short Code.** You agree and acknowledge that (i) the provision of Service(s) and Mobile Content are subject always to the approval, restrictions, terms and conditions imposed by the Mobile Network Operators; and (ii) the Short Codes may be required for the delivery of certain Service(s), where such requirement is determined by MACROKIOSK. You agree that the Short Codes remain at all times the property of MACROKIOSK and are subject to the applicable terms and conditions imposed by the Mobile Network Operators or such other entity authorized to administer such Short Codes. For the purposes of the Service(s), certain Short Codes, keywords and/or service ID may be assigned to the Service(s). The Parties agree and acknowledge that MACROKIOSK shall be entitled at its sole discretion to remove, revoke, rescind or withdraw such Short Codes, keywords and/or service ID from the Service(s) and further usages by You.

3.4 **Consent.** You shall only send the Mobile Content only to Mobile User who has requested or consented to receiving the types of Mobile Content and who has been informed of his/her rights and the process for cancelling receipt of receiving future Mobile Content. You shall stop sending SMS to Mobile User who requested to stop having such Mobile Content sent to him/ her and ensure that such a request is implemented in accordance with the timeframe in the relevant applicable law and/or Guidelines and/or Mobile Network Operators' conditions. Where MACROKIOSK is required by Government Body or Mobile Network Operators to provide information relating to such consents. You shall, upon request by MACROKIOSK, provide information to such consents within the timeline required by the Government Body or Mobile Network Operator. You shall maintain adequate records to ascertain the consent of each Mobile User.

3.5 You agree and acknowledge that MACROKIOSK shall not be liable to You for any loss, damage, cost and expense whatsoever sustained or incurred by You

resulting from or in connection with the manner of Mobile Content delivery and the limitation of the Infrastructure and Service(s) as stipulated in this Clause 3.

3.6 **Authority.** Both Parties acknowledge that the provision, receipt and use of the Service(s) and Infrastructure herein is non-exclusive and that MACROKIOSK may, at its sole discretion and from time to time, enter into similar Agreements with other third parties or provide the same or similar services to other third parties.

#### 4. **WARRANTIES & REPRESENTATIONS**

4.1 You warrant and represent that You have obtained and complied, and shall ensure You obtain and comply, with all applicable laws including the Guidelines, and all licences or approvals required to be complied with, or performed, in order to (i) enable You to lawfully enter into and perform the obligations expressed to be assumed by You under the Agreement; (ii) ensure that the obligations expressed to be assumed by You under the Agreement are legal, binding and enforceable; and (iii) render this Agreement admissible as evidence in Court. For the purpose of this Clause, the acts and/or omissions of Your employees, agents, servants, representatives, sub-contractors, third party providers and affiliates shall also be deemed the acts and omission of You.

4.2 You shall not, whether intentionally or unintentionally, knowingly or unknowingly, use the Service(s) and Mobile Content:

i. contrary to any applicable laws including but not limited to the Guidelines, , copyright, trademark, patents and other intellectual property rights and for any unlawful purpose including and without limitation, any criminal purpose;

ii. to send or receive any Mobile Content, posting, data or material which is offensive on moral, religious or racial grounds or any threatening, harmful, unlawful, abusive, harassing defamatory, vulgar, libelous, invasive of another's privacy, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offence, civil liability or otherwise violate any local or international law;

- iii. to carry out or assist or attempt to carry out mass mailing and any other activity which overloads any mailbox with huge Mobile Content or numerous number Mobile Content to any Mobile User (which is also known as "mailbombing");
  - iv. to carry out or assist or attempt to carry out any activity that involves the sending of unsolicited Mobile Content which the Mobile User did not specifically request for or consent to receiving (which is also known as "spamming");
  - v. to transmit or utilize any (a) viruses, worms, trojan horses, cancelbots, destructive or deleterious files or programs or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system, network, MACROKIOSK's Network or Infrastructure, (b) traps, time bombs, or other code that would disable any software based on the elapsing of a period of time, advancement to a particular date or numeral, (c) code that would permit any third party to interfere or surreptitiously access any Mobile User or MACROKIOSK's information, or (d) Mobile Content that causes disablement or impairment of MACROKIOSK's or the Mobile Network Operators' and Infrastructure; and
  - vi. to infringe or facilitate infringement of any copyright, trademark, patents and any intellectual property rights or other proprietary rights or rights of publicity or privacy of any third party or any person or that may constitute a criminal offence or give rise to civil liability.
- 4.3 You shall be responsible, at your own expense, for establishing and maintaining connection to the Infrastructure, where such connection shall be in accordance with rules, regulations and standards imposed by MACROKIOSK from time to time. If requested by the Government Body or the Mobile Network Operators, You shall provide to MACROKIOSK with documents detailing the type and specifications of the equipment used no later than five (5) business days from the date of the request.
- 4.4 You shall be responsible (i) for the development, presentation, operations, and customer service of the Mobile Content and Service(s) provided by You; (ii) where applicable, to notify Mobile User of the price for the usage of the Service(s) and Mobile Content offered by You, whereby You agree to take all reasonable steps necessary to notify Mobile User of the price for the usage of the Service(s) and Mobile Content offered by You; and (iii) and liable to your third party providers and subcontractors, whereby You acknowledge and agree that MACROKIOSK shall not at any time be responsible or liable to make any payments to such third party providers or subcontractors.
- 4.5 If requested by the Government Body or Mobile Network Operators from time to time, You hereby agree that You shall within five (5) business days provide and submit to the Government Body, Mobile Network Operators or MACROKIOSK with such information or material relating to the Service(s) or Mobile Content in order to carry out any investigation in connection with (a) the Mobile Content or the Service(s); or (b) the relationship between You and MACROKIOSK or between You and a third party provider.
- 4.5A For the compliance by MACROKIOSK with any requirements or conditions applicable to or affecting the Mobile Content or the Service(s) and where applicable, [if so requested by MACROKIOSK subject to the type of Service(s)], then You shall submit to MACROKIOSK a detailed description of each of its Service(s) before any commercial launches of such services for the review and approval by MACROKIOSK and Mobile Network Operators in a form determined and supplied by MACROKIOSK. MACROKIOSK or the Mobile Network Operators may at its sole discretion reject any or all of the Service(s) submitted for approval, without being liable to You for any loss, damage, or expense. Upon obtaining the approval by MACROKIOSK and the Mobile Network Operators of any of the Services You shall not change, modify and/or vary such approved Services without the prior written consent of MACROKIOSK.
- 4.6 The Parties agree and acknowledge that:
- i. You shall be solely responsible for any legal liability arising out of or relating to the Mobile Content and the Service(s) (whether transmitted on Your own or on any third party's behalf); and

- ii. MACROKIOSK and the Mobile Network Operators shall have the right (but is not obliged) to access and review the Mobile Content and Service(s) transmitted via the Infrastructure. The Parties acknowledge and agree that MACROKIOSK has no obligation to review or filter such Mobile Content or Service(s), to identify a potential breach of the terms of this Agreement or the Guidelines

4.7 You acknowledge and agree that in the event You breach, or fail to comply with, its covenants and obligations set out in this Clause 4 of this Agreement, MACROKIOSK shall be entitled to (i) withhold all monies, including any revenue share, due to You (if any) pending the outcome of the adjudication body and confirmation from Mobile Network Operators pertaining to refunds and/or penalties; and (ii) pursue legal action as recourse to any and all loss, damage or liability (whether criminal or civil) suffered or sustained as a result of default, act or negligence of You or any breach under this Agreement.

## 5. INDEMNITIES

5.1 You hereby agree and undertake to indemnify and keep indemnified (hold harmless) at all times MACROKIOSK and its employees, officers, shareholders and directors from and against all loss, damage or liability incurred or suffered as a result of any actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by MACROKIOSK directly or indirectly in respect of (i) any breach by You of any of the provisions of this Agreement or of any law, code or regulation relating thereto to the use of the Mobile Content or Service(s); or (ii) any wilful, unlawful or negligent act or omission of You; or (iii) a claim by a third party against MACROKIOSK alleging that the Mobile Content or Service(s) infringes any intellectual property rights. The indemnity referred to in this Clause shall be granted whether or not legal proceedings are or have been instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

5.2 For the avoidance of doubt, MACROKIOSK may, at its sole discretion, set-off any indemnity, charges, fees and/or costs, due and owing to it by You against the revenue payable to You (if any) under this Agreement

or against any other revenue, charges, fees and/or costs payable under any other provision(s) of this Agreement or demand immediate repayment of the said sums from You.

## 6. DELETED.

7. **SUSPENSION.** Without prejudice to MACROKIOSK's any other rights under this Agreement, MACROKIOSK shall be entitled to suspend and/or deactivate the Services and its provision of Infrastructure to You, as the case may be, in the following events:

- i. You have not logged on to your account or your account has not been active for more than 30 days, in which case your account shall be deactivated. You may request MACROKIOSK in writing to reactivate Your account, and MACROKIOSK will do so as soon as practicable;
- ii. You have not logged on to your account or your account has not been active for more than 30 days, in which case your account shall be permanently suspended and any available credits shall be permanently forfeited and You hereby permanently waive Your rights to such credits;
- iii. MACROKIOSK is obliged or advised to comply with an order, instruction, directive or request of a Government Body or Mobile Network Operators which necessitates that it do so ("Said Directive"), in which case Your account shall be deactivated pursuant to the Said Directive. Subject to the investigation of the Said Directive and if the investigation finds that: (a) You have breached this Agreement or the Guidelines, then Your account shall be permanently suspended and any available credits shall be permanently forfeited and You hereby permanently waive Your rights to such credits; or (b) You are in full compliance with this Agreement and the Guidelines, then MACROKIOSK will reactivate Your account as soon as practicable;
- iv. MACROKIOSK has reason to believe that You, are in breach of any of its obligations or terms and conditions under this Agreement, Mobile Content and/or the Service(s)], in which case Your account shall be deactivated until such breach is fully remedied by You to the satisfaction of MACROKIOSK. If You fail to remedy

such breach within 30 days from the date MACROKIOSK informs You, then Your account shall be permanently suspended and any available credits shall be permanently forfeited and You hereby permanently waive Your rights to such credits; or

- v. One or more of the Mobile Network Operators upon which the provision of the Infrastructure or Service(s) hereunder is dependent suspends its provision of those services to MACROKIOSK, in which case Your account shall be permanently suspended and any available credits will be refunded to You as soon as practicable subject to an administrative cost to be borne by You.

MACROKIOSK shall not be liable for any loss, damage and/or cost sustained, suffered or incurred by You resulting from MACROKIOSK's above action

## 8. TERM & TERMINATION

- 8.1 This Agreement shall be effective from the Effective Date and remain binding, valid and in full force until this Agreement is terminated in accordance with the provisions of this Agreement.
- 8.2 MACROKIOSK shall be entitled to immediately terminate this Agreement for convenience (and without costs and liabilities) by giving at least one (1) day notice (email suffice) to the You without assigning any reason whatsoever.
- 8.3 In addition and without prejudice to any other provision herein, MACROKIOSK shall be entitled to terminate this Agreement without liability to MACROKIOSK if:
- (i) such termination is necessitated by any directive or regulation from any governmental or statutory authority having jurisdiction over the matters herein; or
  - (ii) such aforementioned directive or regulation expressly prohibits either Party from performing its obligations under this Agreement.
- 8.4 This Agreement shall be deemed, and automatically, terminated if You have not used or accessed the Infrastructure for more than 1 month.

**Without Prejudice to Other Rights.** The termination of this Agreement as a whole shall be without prejudice to any rights of any Party which may have accrued up to the date of termination and to any other remedy or right that such Party may have under this Agreement or under general law

## 9. CONFIDENTIALITY

- 9.1 You hereby agree that You shall not, without the prior written approval of MACROKIOSK, disclose MACROKIOSK's Confidential Information or any information, material or data which may be deemed to be confidential by MACROKIOSK from time to time.
- 9.2 You shall use all information of the Mobile User obtained through the Service(s) for the fulfilment/transmission of the Mobile Content to the Mobile User only. Such information of the Mobile User shall not be used for any other purpose except with the express consent of the Mobile User.
- 9.3 You shall keep Yourself informed and shall abide to all rules and regulations on customer privacy and Data Protection Laws imposed by the Government Body.
- 9.4 You agree that damages may not be an adequate remedy in the event of any breach of this Clause 9 and that MACROKIOSK shall be entitled to seek immediate injunctive relief prohibiting any breach of this Agreement, in addition to any other rights and remedies available to such non-breaching Party at law or equity.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Parties agree that all intellectual property rights, rights, title and interest of the Infrastructure, MACROKIOSK's Network and any hardware, software, interface, programs and documents supplied by MACROKIOSK to You shall at all times belong to, and vest with, MACROKIOSK.
- 10.2 MACROKIOSK shall notify You as soon as practicable of any infringement, suspected infringement or alleged infringement of the Mobile Content or Service(s) of the intellectual property rights of any third party of which MACROKIOSK becomes aware of.
- 10.3 Without prejudice to MACROKIOSK's right to defend a claim alleging such infringement, You shall, upon the request of MACROKIOSK and at Your expense, conduct the defence of such a claim by a third

party which alleges the infringement of the said intellectual property rights. If MACROKIOSK is named the defendant of the said claim, You shall then observe and adhere to MACROKIOSK's directions relating in any way to that defence or to negotiations for settlement of the claim or legal proceedings.

10.4 Without limit to the generality of the foregoing sub clauses, if it is determined by an independent tribunal of fact or law or if it is agreed between the Parties to the dispute that an infringement of the said intellectual property rights has occurred, You shall immediately and at its sole expense:-

- i. modify the Mobile Content or Service(s) in order to avoid further or continuing infringement of the said intellectual property rights; or
- ii. if the Mobile Content or Service(s) cannot be modified as per item (i), remove the infringing elements of the Mobile Content or the Service(s).

10.5 All losses, costs, demands, liabilities or damage incurred or suffered by MACROKIOSK as a result of the infringement of the said intellectual property rights shall be reimbursed by You within 10 days of receipt of MACROKIOSK's written demand for the same.

## 11. LIMITATION OF LIABILITY

11.1 MACROKIOSK makes no warranties or representations in connection with the provision of Service(s), Mobile Content, Infrastructure, MACROKIOSK Network and the subject matter of this Agreement, whether express, implied or oral, contractual or statutory, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, satisfactory quality, or accuracy and any warranties, terms or conditions arising from course of performance, course of dealing or usage or trade. Without limiting the foregoing, MACROKIOSK does not warrant that the Service(s) and Infrastructure will be uninterrupted or error-free or free from hacks and MACROKIOSK expressly disclaims (i) any liability arising from any claims by any Mobile User or such other end user or subscriber; and (ii) any liability in respect of the Mobile Content, instructions supplied by You that are incorrect, inaccurate, illegible, out of sequence, or in the wrong form, or

arising from their late arrival or non-arrival, or any of the acts or omissions of You or any of its customers and third parties.

11.2 In no event shall MACROKIOSK be liable to You in contract, tort, negligence or any other cause of action or otherwise for any direct or indirect, loss of profits, incidental, consequential, special, punitive or exemplary damages arising from the subject matter of this Agreement or for or for any injury caused to or suffered by a person or damage to property or any damages arising out of or in connection with this Agreement. This liability limitation applies even if the Priority Parties have been advised of the possibility of such damages, including but not limited to, loss of revenue, profits, anticipated profits or lost business, and even if the damages were not reasonably foreseeable.

11.3 Without prejudice to Clause 11.2 above, the Parties hereby agree that MACROKIOSK's maximum aggregate liability to You under this Agreement, whether arising from contractual, tort, negligence or any other cause of action or otherwise, shall not under any circumstances exceed RM 1.

## 12. NOTICES

Any notice or communication under or in connection with this Agreement shall be in writing in English and shall be delivered personally, or by post, email, telex cable or facsimile to the addresses or telefax numbers or by advertising or by advertisements in the newspapers. Proof of posting or despatch or transmittal of any notice or communication to the other Party shall be deemed to be proof of receipt:-

- i. in the case of a letter, on the fifth (5th) Business Day after posting;
- ii. in the case of an email, on the Business Day immediately after successful transmission; and
- iii. in the case of a telex or cable or facsimile, on the Business Day immediately after successful transmission.

## 13. GENERAL PROVISIONS

### 13.1 Force Majeure

- i. Both Parties hereby agree and acknowledge that either Party shall not be held responsible or liable for any delay or failure to comply with any of the provisions of this Agreement due to the occurrence commonly known as

force majeure, including to war, riots, embargoes, strikes or natural disasters.

- ii. If a delay or failure of a Party to perform its obligations is due to Force Majeure, the performance of that Party's obligations will be suspended.
- iii. If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 30 days, either Party may immediately terminate this Agreement with notice to the other Party.

### 13.2 **Assignment of Rights & Obligations**

MACROKIOSK shall be entitled to assign rights and obligations wholly or partly to subsidiaries or associates companies of MACROKIOSK.

### 13.3 **Disputes Resolution & Governing Law**

- i. In the event of any disputes or conflict between any of the provisions of this Agreement, the Parties shall seek to resolve the disputes or conflicts between the Parties within 21 days before submitting the disputes to the relevant Courts as provisioned on the cover page of this Agreement.
- ii. The Parties shall continue to be governed by the provision of this Agreement throughout the entire period where both Parties seek to resolve the disputes or conflicts unless otherwise indicated in writing.
- iii. The Parties hereby agree and acknowledge that this Agreement and all the terms and conditions therein shall be construed in accordance with the Governing Law, and the Parties agree to submit to the exclusive jurisdiction of courts, as set out on the cover page of this Agreement.

### 13.4 **Waiver**

- i. No right under this Agreement shall be deemed waived except by prior written notice signed by both Parties.
- ii. The failure or neglect of either Party to enforce at any time any of the provisions of this Agreement shall neither be construed nor shall be deemed to be a waiver of that Party's rights hereunder nor does it in any way affect the validity of the whole or any part of this Agreement

nor does it prejudice the rights of that Party to take subsequent action if it so chooses.

### 13.5 **Survival of the Agreement**

- i. Subject to any provision to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors in title and permitted assigns but shall not inure to the benefit of any other persons.
- ii. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect until such time permitted by Law.

13.6 **Severability.** In the event that any or any part of the terms, conditions or provisions contained in this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

13.7 **Relationship of the Parties.** Nothing in this Agreement shall constitute or be deemed to constitute (i) a partnership between both the Parties; and (ii) any of the Parties hereto as the agent of the other Party.

13.8 **Entire Agreement.** This Agreement supersedes any understandings, promises or agreements made between the Parties hereto prior to this Agreement and constitute the entire understanding between the Parties hereto.

13.9 **Successor Bound.** This Agreement shall be binding upon each of the Parties hereto and their respective successors in title and permitted assigns.

13.10 **Third Party Rights.** This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it.

13.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with the Laws of Malaysia and the Parties agree to submit to the exclusive jurisdiction of Malaysian courts.

*End of Agreement*

**APPENDIX 1**

**"Definitions & Correspondence Contacts"**

**1. Definitions**

**"Agreement"** means this agreement entered into between MACROKIOSK and You including all annexures, schedules and enclosures attached hereto and as amended from time to time;

**"Confidential Information"** means all proprietary and confidential information of the MACROKIOSK whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and materials (whether electronically recorded, in writing or otherwise) which by its nature is or ought to be confidential or which the Parties have designated as such, including:

i. information relating to any of MACROKIOSK's business, including but not limited to details of trade secrets, know-how, strategies, ideas, operations, compliance information, processes, methodologies, practices, and API for all products and services; and

ii. information relating to any of the MACROKIOSK's plans, intentions, know-how, market opportunities and business affairs or those of its suppliers, customers (including potential customers) and clients; and

iii. confidential information of the Parties' suppliers, customers and clients; and

iv. the terms and conditions of this Agreement;

but excludes information supplied to MACROKIOSK by You which MACROKIOSK is authorised to disclose;

**"Data Protection Laws"** means all applicable statutes, laws, secondary legislation regulations pertaining to privacy, confidentiality and/or the protection of Personal Data (as such terms is defined in the Malaysian Personal Data Protection Act 2010 including all practice directions or amendments thereto from time to time;

**"Effective Date"** means the effective date stated in the first SOF;

**"Government Body"** means foreign, federal, state, municipal, political subdivision or other governmental department, commission, regulatory authority or board, bureau or agency or instrumentality;

**"Guidelines"** means any guidelines, rules, regulations, advertising and marketing practices and directives including Data Protection Laws that may be imposed by the Government Body, the Mobile Network Operators, or MACROKIOSK including any amendments thereto from time to time;

**"Infrastructure"** means the SMS gateway and infrastructure of MACROKIOSK comprised of, and supported by the MACROKIOSK's Network, which is connected to the infrastructure of the Mobile Network Operators, to enable the Service(s). For the avoidance of doubt, the Infrastructure is the interface, software and hardware system of MACROKIOSK, and does not include any components, hardware or systems of the Mobile Network Operator;

**"MACROKIOSK Network"** means the digital wireless networks, server(s), hardware, software, interface and/or any other equipment that MACROKIOSK uses, at its sole discretion, in connection with the provision of the Infrastructure and Service(s);

**"Mobile Content"** means any information, data, messages, SMS, one-time passwords, rich content such as wallpapers and ringtones, games, WAP links, WAP billings, voice contents, smartphone applications and such other text or multimedia messages data or messages provided/transmitted/disseminated by or on behalf of You, including any third party of You, via the Service(s);

**"Mobile Network Operators"** means any licensed mobile telecommunication operators and third party infrastructure gateway provider that is connected to the Infrastructure;

**"Mobile User Confidential Information"** means confidential information of, or relating to, any Mobile User;

**"Mobile User"** means private person, or legal entity that subscribes, requests or uses the Service(s) offered by You via the Infrastructure;

**"Short Code"** means a set of digits, generally five or six digits long depending on the Mobile Network Operator, used to enable You to send SMS, to access various Service(s) and/or to use such other services provided by You;

**"Service(s)"** means the BOLD.Console BOLD.Key, BOLD.Tag, BOLD.Send or such other BOLD. solutions services that You use via the Infrastructure and the usage of the Infrastructure



by You for such services offered on the Infrastructure; and

“SMS” means a mobile text message within 160 characters or its binary equivalent, which can be sent to and received from a GSM-device.

**2. Correspondence Contacts**

i. By Email:

[ca@macrokiosk.com](mailto:ca@macrokiosk.com)

iii. By Mail:

**MACRO KIOSK BERHAD**

The Troika

Tower B Level 3

19 Persiaran KLCC

50450 Kuala Lumpur

Malaysia

*End of Appendix 1*