

# Terms of Use

Important – please read these terms carefully. By using the Service (as defined below), you agree that you have read, understood, accepted and agreed with the Terms of Use. You further agree to the representations made by yourself below. If you do not agree to its Terms of Use of the Service and wish to discontinue using the Service, please do not use this Platform.

The Terms of Use stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you and Fatberry Pte Ltd (Company No. 202135713R ) (“Fatberry”) of 6 Eu Tong Sen St, Tower 1 Office, The Central, Singapore 059817. The terms of Use of this agreement govern your use of the services ("Services") provided by ("Fatberry" or "We" or "Us" or "Our"), a Singapore entity, either itself or through its subsidiaries or licensees, via our website, or mobile application ("Platform").

By using the Platform, you acknowledge and agree that you have read, understood and agreed to be bound by the terms and conditions, and Privacy Policy (“The Agreement”) appearing herein under. For avoidance of doubt, the Agreement applies to all users of the Platform including but not limited to Guests, Visitors and Agents. (“Users”)

## 1. Representations and Warranties

By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least twenty-one (21) years old. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Service, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service.

By using the platform, you agree that:

- You are required to provide, among other, your name, email address and your mobile number;
- You shall provide us with accurate, complete, and updated registration information and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate at all times should you register an account with us. You acknowledge that if your information is untrue, inaccurate, not current or incomplete

- in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- You shall not select or use as an account a name of another person with the intention to impersonate that person;
  - You shall only use the platform for lawful purpose and you are prohibited to:
    - Use the Platform for sending any unlawful material or for fraudulent purposes;
    - Cause nuisance, annoyance, inconvenience or make fake purchase via the Portal;
    - Use the Platform for purposes other than obtaining the Services;
    - Impair the proper operation of the Platform or Services;
    - Harm the platform or Services in any way whatsoever; and/or
    - Copy, or distribute the Platform or other content without written permission from the Company
  - You will only use the platform for your own use and will not resell it to a third party;
  - You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
  - You will provide the Company with proof of identity as it may reasonably request or require;
  - You acknowledge and agree that only one (1) account can be registered on the Platform;

## 2. Services

Fatberry is an online marketplace which allows you to search, compare and buy Insurance Product listed on our Platform via direct data Application Programming Interface (API), including but not necessarily limited to motor insurance products, travel insurance products and other insurance products and make an offer for such Insurance Products.

- You can enjoy the Services provided by us via the Platform with or without account registration. The Service is available to all Users, who are able to browse, view, and place an offer upon any Insurance Products listed on our Platform.
- You acknowledge that all information including the premium uploaded in the Services are presumed to be accurate as reflecting information as per Contents on our Platform.
- You acknowledge that some of the insurance policies provided by us via the Platform will only be able to issue within 1 working day and not instantly.
- You agree that you shall not hold us accountable and liable for any inaccuracy and the incompleteness of the information as reflected in the Services and the information is not conclusive and shall strictly be used only as personal reference only.
- You agree that we shall not be held liable for any damages or liability caused, whether directly or indirectly, from any error, deficiency, inaccuracy of information or omission in Services provided via the Platform, by Fatberry or by any companies

within the Fatberry group of companies or business partners to facilitate the Services.

- You acknowledge and agree that Fatberry shall have no responsibility to maintain the records contained in your registered account upon the completion of each transaction, subject to system limitations and further notice by us.

### 3. **Notifications**

You agree that we may place advertising on the Platform at our sole discretion. And we may change the manner, mode and extent of advertising on the Platform without further notice.

- We will send you information containing advertisements and promotions of our affiliates and partners if you have opted-in to receive them. If you have however opted out, we may still send you notification relating to on-going activities on the Platform or to inform you about new products or services provided by us.
- You may unsubscribe by contacting us or using the unsubscribe option in the email updates that we forward to you.

### 4. **Electronic Transmissions**

By accepting the receipt of Electronic Transmissions, you voluntarily agree to have all records, including your current and future insurance related documents, provided to you in electronic form. Insurance related documents include, but are not limited to:

- Your insurance policy and all documents, notices and correspondence related to your insurance policy. This could applications, amendments, endorsements, illustrations, questionnaires, disclosures, and reports;
- Bills, billing notices or any other correspondence related to premium payments;
- Legally mandated policies, notices, and disclosures to inform you of our business practices, including notices related to our collection, storage, use, and disclosure of your personal information; and
- Any other documents related to your insurance transactions with us.

We will use various methods to provide communications to you electronically, including via e-mail, WhatsApp or through our website or app. For this second option, you may need to log-in to access the information.

This consent, unless withdrawn, applies to all transactions between you and FatBerry.

However, you have the right to receive communications from us, including the insurance policy, in paper form if you wish by withdrawing this consent. If you withdraw the consent to provide you with records in electronic form, you will then be provided with records in paper form at no charge.

To withdraw your consent, you can email us any time at [customer.service@fatberry.com](mailto:customer.service@fatberry.com) with the following subject line "WITHDRAW ELECTRONIC CONSENT." The body of the email must include your name, NRIC, policy number, the effective date of your withdrawal and whether you want (a) all communications to be in the paper form or (b) your insurance policy to be sent to you in paper form.

## 5. Dispute

If you have any complaints or dissatisfaction in relation to our services (refund, payment, policy cancellation, claims, etc), please write to us for our investigation. In the event that you remain dissatisfied, you may refer the matter to FIDReC ("Financial Industry Disputes Resolution Centre Ltd") for arbitration.

- The decision of the arbitration shall be final.
- Laws of Malaysia shall be the governing law in this Agreement.
- If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Nevertheless, you may inform us of such dispute for our records but we are not responsible to resolve or arbitrate or mediate such dispute.

## 6. Disclaimers

- Fatberry and its Services, including but not limited to its Services, Platform, and customer service are provided to the users on an "as is" basis.
- Fatberry provides no warranty, assurance, or promise that its Services, Platform, or customer service will work as intended on your phone, computer, tablet or other device.
- Fatberry does not warrant or guarantee the availability, reliability, timeliness, accuracy, or quality of the Services, or Platform.
- Fatberry is not liable for any losses, damages, claims, or costs including any consequential, indirect, or incidental losses or damages to your mobile device or any applications stored therein as a result of installation or use of Fatberry Platform.
- Fatberry reserves the right to terminate any engagement with your account, created by you to use or access the Services or Platform should Fatberry have reason to

believe that you have violated these Terms of Use and any other agreement entered into pursuant to the Terms, including the Privacy Policy.

## **7. Cookies**

Fatberry uses cookies on the Platform. Cookies are files that record information such as browsing of the website from that computer or to collect Internet log information and visitor behaviour information. A cookie file is stored in your web browser and allows the Services or a third-party to recognize you and make your next visit easier. We use cookies for the following purposes: -

- To enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioural advertising.
- To authenticate users and prevent fraudulent use of user accounts.
- To report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

You may delete cookies installed on your computer at any time by configuring your browser software. Please take note that you may not benefit from some of the services on this website if cookies are uninstalled or prevented from being installed on your computer.

## **8. Update Terms**

Fatberry reserves the right to modify the terms of Use of this agreement or its policies relating to the service or Platform at any time, effective upon posting of an updated version of this agreement on the service or Platform. You are responsible for regularly reviewing this agreement. Continued use of the service or Platform after any such changes shall constitute your consent to such changes.

## **9. Intellectual Property Ownership**

Fatberry alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the services.

## 10. Vouchers or Promotional Code

Any voucher (and the promotional code it contains) can only be used once and has no cash value.

- The promo code is only valid for purchase placed on the Fatberry platform.
- Vouchers are not exchangeable, refundable, and redeemable for cash and/or products.
- Vouchers are not valid in conjunction with any other offer, voucher, discount, or seasonal promotion.
- Vouchers may not be duplicated or sold in any manner, or made available to the general public, unless permitted by Fatberry

If the promotional code is not entered during the booking process, Fatberry cannot refund a portion of the fee after payment is already confirmed and processed.

## 11. Third Party Link

The Platform may contain links to third-party web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. You may use the links to Third-Party Sites, and any Third-Party Content therein, at your own risk. We do not monitor or have any control over, and make no claim or representation regarding the Third-Party Content or Third-Party Sites. We provide these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content