

1. TERMS OF USE

By downloading, browsing, accessing or using **EzyRegister** mobile application ("**Mobile Application**"), you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile Application and your use of the functions offered on the Mobile Application. Continued use of the Mobile Application will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time.

2. DEFINITIONS

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"Data Policy" means the data policy set out in Clause 13 of these Terms and Conditions of Use.

"Users" means users of the Mobile Application, including you and "User" means any one of them.

3. GENERAL ISSUES ABOUT THE MOBILE APPLICATION

3.1 *Applicability of terms and conditions:* The use of the Mobile Application is subject to these Terms and Conditions of Use.

3.2 *Scope:* The Mobile Application, is for your personal use or to be used within your business organisation only.

3.3 *Prevention on use:* We reserve the right to prevent you using the Mobile Application if it is found that you are using the Mobile Application for profit, either personally or through any business organisation.

3.4 *Equipment and Networks:* To use the Mobile Application, you may require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

4. NOTIFICATIONS

4.1 You agree to receive pre-programmed notifications on the Mobile Application about software updates.

5. YOUR OBLIGATIONS

5.4 *Prohibitions in relation to usage of the Mobile Application:* Without limitation, you undertake not to use or permit anyone else to use the Mobile Application:-

- 5.4.1 to store information which is not civil or tasteful
- 5.4.2 to cause annoyance, inconvenience or needless anxiety;
- 5.4.3 for a purpose other than which we have designed it or intended it to be used;
- 5.4.4 for any fraudulent purpose;
- 5.4.5 other than in conformance with accepted Internet practices and practices of any connected networks;
- 5.4.6 in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
- 5.5 *Prohibitions in relation to usage of Mobile Application:* Without limitation, you further undertake not to or permit anyone else to:-
 - 5.5.1 resell the Mobile Application;
 - 5.5.2 furnish false data including false names, addresses and contact details;
 - 5.5.3 hack into the Mobile Application;
 - 5.5.4 use the Mobile Application in breach of these Terms and Conditions of Use;
 - 5.5.5 engage in any unlawful activity in connection with the use of the Mobile Application; or
 - 5.5.6 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Mobile.

6. RULES ABOUT USE OF THE MOBILE APPLICATION

- 6.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us through the publicly available contact channels of our company.
- 6.2 We do not warrant that your use of the Mobile Application will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Mobile Application will be transmitted accurately, reliably, in a timely manner or at all.
- 6.3 We do not give any warranty that the Mobile Application is free from viruses or anything else which may have a harmful effect on any technology.
- 6.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information on the Mobile Application from time to time. For the avoidance of doubt, we reserve the right to withdraw any information from the Mobile Application at any time.

7. SUSPENSION AND TERMINATION

- 7.1 If you use (or anyone other than you, with your permission uses) the Mobile Application in contravention of these Terms and Conditions of Use, we reserve the right to have you uninstall the Mobile Application and terminate your use of the Mobile Application.

7.2 CAPPS SOLUTIONS shall fully co-operate with any law enforcement authorities or court order requesting or directing CAPPS SOLUTIONS to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

7.3 Without limitation to anything else in this Clause 7, we shall be entitled immediately or at any time (in whole or in part) to: (a) terminate the Mobile Application; (b) terminate your use of the Mobile Application; and/or (c) terminate the use of the Mobile Application for persons we believe to be connected (in whatever manner) to you, if:

7.3.1 you commit any breach of these Terms and Conditions of Use;

7.3.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or

7.3.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

7.4 Our rights under this Clause 7 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8. DISCLAIMER AND EXCLUSION OF LIABILITY

8.1 The Mobile Application and the information on the Mobile Application and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

8.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Mobile Application and its contents, including in relation to any inaccuracies or omissions in the Mobile Application, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

8.3 We do not warrant that the Mobile Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

8.4 While we may use reasonable efforts to include accurate and up-to-date information on the Mobile Application, we make no warranties or representations as to its accuracy, timeliness or completeness.

8.5 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Mobile Application and these Terms and Conditions of Use. For the purposes of these Terms and

Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

8.6 The above exclusions and limitations apply only to the extent permitted by law.

8.7 Notwithstanding our efforts to ensure that the Mobile Application is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application will not be monitored or read by others.

9. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Mobile Application, (b) any other party's use of the Mobile Application and/or (c) your breach of any of these Terms and Conditions of Use, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us.

10.2 Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.

10.3 We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

11. AMENDMENTS

11.1 We may periodically make changes to the functions of the Mobile Application at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.

11.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

12. APPLICABLE LAW AND JURISDICTION

12.1 The Mobile Application can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Mobile Application both you and we agree that the laws of the local country will apply to all matters relating to the use of the Mobile Application.

12.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of the local country in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

13. DATA POLICY

13.1 Access to the Mobile Application is subject to this Data Policy. By accessing the Mobile Application and by continuing to use the Mobile Application, you are deemed to have accepted this Data Policy. We reserve the right to amend this Data Policy from time to time. If you disagree with any part of this Data Policy, you must immediately discontinue your access to the Mobile Application. Please refer to our Data Policy document in the Mobile Application for more details.