

TERMS AND CONDITIONS

1. Service Contract

These terms and conditions shall apply to the service contract signed by the customer specified therein and accepted by Monster App Ltd ("MA") in relation to:

- i) Build the Application ("App") and upload to Apple app store and Google Play;
- ii) Provide service for necessary functions in the App;
- iii) Display or Advertise on 3rd party platform on behalf of the customer

2. Setup Fee, Monthly Service Fee, Other Fee

Customer shall pay MA the full amount of setup fee AND first month service fee before the launch of App in Apple app store and Google Play. Customer shall pay MA monthly service fee at least 14 days each month, before the service is commenced. The deposit amount paid will be non-refundable in any circumstances of contract termination. If MA accepts deferral of payment for the monthly service fees, Customer shall pay the monthly service fee by the expiry of 30 days of the date of any invoice issued by Main connection with this contract. The Customer shall pay interest at the rate of 15% p.a. on any unpaid monthly service fee.

3. Display of App and Advertisements

MA makes no representation or guarantee as to the publication of the App on Apple app store, Google Play or any other 3rd party app stores.

MA reserves the right to reject the App or Advertisements or remove (temporarily or permanently) the App or Advertisements from the 3rd part platform if, Customer has committed a breach under this Contract; or the app or display is likely to cause the Customer to commit a breach under this contract.

4. Representations, Warranties and Undertakings

The customer represents and warrants that at all times:

- i) the customer has the right to use, publish, reproduce, display, distribute, publicly display, promote, resize, rearrange, modify and create derivative works from any and all content including all data, text, names, graphics, pictures, photographs, sound, moving images, videos, trade names, illustrations, symbols, logos, addresses, URL links, trademarks, service marks, product shots, messages, reviews, customer lists or any other material ("Content") and publish and/or advertise any business, product or service referred to in such Content in the App and/or Advertisements in the manner contemplated in this Contract;
- ii) publication and/or advertisement of the App and/or Advertisements in the manner contemplated by this Contract does not and will not be in breach of any Law, and will not infringe any copyright, trademark right, other intellectual property right, moral right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party, or result in tort, injury, damage or harm to any third party, and will not cause MA, the publisher and printer of any publication in which the App and/or Advertisements are contained, their affiliates, and the officers, employees, sub-contractors and agents of any and all of the foregoing ("Covered Parties") to breach any Law or to infringe any copyright, trademark right, other intellectual property right, moral right, personality right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party;
- iii) the Content in the App and/or Advertisements are not inappropriate, offensive, defamatory, obscene, indecent, vulgar, pornographic, defamatory, misleading, deceptive, does not harm minors in any way or which is not suitable or appropriate for viewing by minors;
- iv) the Customer shall be solely responsible and liable for all of the Content of the App and/or Advertisement including but not limited to (i) any contact numbers, addresses, pictures, illustrations, trade marks, trade names and other materials appearing in the App and/or Advertisement
- v) The Customer understands that MA and its affiliates will not accept liability for any claim in the event of any infringement of copyright, trademark right, intellectual property right, moral right, personality right, publicity right, privacy right, rights to payments of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the App and/or Advertisements. The Customer agrees to indemnify MA and its affiliates against any claim based upon any infringement of copyright, trademark right, intellectual property right, moral right, personality right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the App and/or Advertisements.

5. Indemnity

The Customer shall at all times indemnify MA (i) for any costs (including legal costs), losses or damages incurred or suffered in connection with any breach of the customer's representations, warranties, undertakings or obligations under this Contract; and (ii) without limiting the foregoing, against all claims, actions, proceedings, demands (including legal costs), costs, expenses, liabilities, losses or damage incurred or suffered by MA arising out of any act or omission of the Customers in connection with the App and/or Advertisement or the publication or the display of the App and/or Advertisements.

6. Term and Termination

- a) Subject to other provisions on early termination, this Contract shall be binding after MA's acceptance of the duly executed contract until the stated Contract Period(s) for all selected service products specified in the service contract have expired.
- b) Prior to the expiration of the Contract, MA is entitled to contact and offer a renewal service product plan to the Customer ("Renewal Offer"). If the Customer agrees to renew the existing service contract in accordance with such renewal, the existing Contract shall be renewed accordingly. If (a) MA is unable to contact the Customer regarding the renewal; or (b) the Customer fails to respond to and/or confirm the Renewal Offer, the existing Contract shall, be extended for successive one (1) month periods ("Monthly Renewal Periods") on the same terms and conditions until the Customer gives at least thirty (30) days' prior notice of termination to MA.
- c) Unless otherwise specified and/or notified by MA, all the free gifts, free products, free services, waiver, discount or rebate offered by MA during the existing service contract shall not be offered by MA during the Monthly Renewal Periods.
- d) MA shall at any time have the right to terminate this Contract immediately without liability to MA but without prejudice to its rights where:
 - (i) a 1 month or more notice of termination has been provided to the Customer;
 - (ii) any of the Service Fees or other sums payable by the Customer under this Contract remains unpaid in breach of the terms of this Contract;
 - (iii) the Customer commits a breach of any of the terms and conditions contained in this Contract;
 - (iv) the Customer becomes subject to the Law as to insolvency and/or bankruptcy or makes any arrangement or composition with its creditors or has a receiver appointed or enters into liquidation; or
 - (v) the Customer, in MA's reasonable opinion, cause offence for or infringe the rights of a third party, or is otherwise in breach of any Law.

7. Limitation of Liability

- a) Notwithstanding any other provisions of this Agreement but subject to clause 6(b), MA's total liability for any costs, claim, damage or loss shall be limited to the total amount of payments received by MA under this Contract.
- b) Neither MA nor the Authorizers or any of its Affiliates or their respective officers, directors, shareholders, employees, agents, contractors or subcontractors shall be liable for indirect, special, consequential, collateral, incidental or punitive damages including, without limitation, loss of business, revenue, profit, goodwill, anticipated savings or contracts, loss of use or value of any equipment or software, loss of data, costs of procuring substituted goods or services, interruption of business, claims of third parties and all associated and incidental costs and expenses, whether or not MA or the Authorizers was or should have been aware of the possibility that such damage could occur. For the purposes of this clause 7(a), "Affiliates" means in relation to any person or entity, an entity or person that directly or indirectly controls, is controlled by or is under common control with that person or entity, and the term 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities or a written voting rights agreement.

8. Performance

MA shall not be under any liability for any loss or damage resulting from delay or failure to perform this Contract in whole or in part where such delay or failure shall be due to disruptions to the normal production schedule of MA, compliance with any Law applicable to its performance being impossible or unduly difficult, or causes beyond its reasonable control, including, but not limited to, war, terrorist activity, the threat of imminent war or terrorist activity, riots or other acts of civil disobedience, insurrection, widespread disease, power outage, Internet outage, failure or instability, computer virus, power failure, labour dispute or shortage, acts of God, restraints imposed by governments or any other legal authority or any other industrial or trade disputes, inability or delay in granting or obtaining government approvals, consents, permits, licences or authorities including but not limited to, from government agencies, or termination or withdrawal of such approvals, consents, permits or licences, any change in applicable Law, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.