

## Terms and Conditions

Please read this agreement carefully. This agreement explains the terms and conditions that apply when you use Project Sunray Pte. Ltd.'s ("**Sunray**", "**our**", "**we**" or "**us**") website, customer services, mobile application ("**App**") or any of our associated software ("**Software**") (collectively, "**Services**"), including third-party services that may be accessible through use of our Services.

### 1. General

**Accepting our Terms.** By using our Services, you acknowledge that you've read, understood and agreed to be bound by the terms and conditions set out herein, which shall also include our Privacy Policy (available at: [www.ampnw.co](http://www.ampnw.co)) (collectively, "**Terms and Conditions**", or "**Terms**"), as well as any future amendments made to the Terms. Certain services and functions available on our website, App or Software ("**Partner Services**") are operated by our partners ("**Partners**"). Your usage of these Partner Services shall also constitute your acknowledgement of reading, understanding and agreement to be bound by the relevant Partner's terms and conditions, as well as any future amendments made to them. In the event of inconsistency, this Terms shall prevail with respect to the use of the Services. The Partner Terms may be enforced by the Partner against you directly. For more information about the Partner Services, please refer to Section B.

**Rejecting our Terms.** If you don't agree to the Terms, please discontinue any usage of the Services and Partner Services.

## Section A – Sunray Services

### 2. Approved devices and platforms

**Our App will be made available only on the Apple App Store or Google Play Store.** We will deliver our services only through secured platforms. You must not use any unauthorised or modified copies or versions of the App, or those obtained from other unauthorised mobile application stores. You shall be solely responsible for any and all losses and damages incurred from usage of such unauthorised versions. If you own and use a mobile device, we strongly recommend that you download the App] and access our services through the App and minimise usage of mobile web versions of our platforms to protect yourself from common attack vectors such as phishing campaigns.

**Our App is intended to be used on mobile devices that run Apple or Android operating systems, our website or such other devices running operating systems approved by us.** A number of our Services and Partner Services are delivered through your mobile device and computer. You must not use the Services or Partner Services on any operating system or device that has been rooted, jailbroken, modified or otherwise customised in any manner. Doing so may expose you to security vulnerabilities and malware. You shall bear the sole responsibility for such unauthorised use of the Services or Partner Services, and be solely responsible for any losses that occur as a result.

**Our online portal is available only through our official website.** You may log in to your profile only through our web-based portal using your computer through our official website at [www.ampnw.co](http://www.ampnw.co). You may be redirected to a mobile-friendly webpage if you access our official website and portal using your internet browser on your mobile device.

**Your access to our App and/or website may be limited and subject to the relevant laws and regulations of the country you are located in.** We will not be responsible for any fees, charges and expenses such as data roaming charges or any other charges which may be imposed by your telecommunication or other service providers in connection with the access and use of our App and/or website.

### 3. Information and security

**Protect yourself against cyber threats.** Always update the operating systems and, where relevant, online security programs of your mobile and computing devices to the latest version to protect your devices. You should also be vigilant to phishing and social engineering attempts made via webpage links or channels that appear similar to ours. If you doubt the veracity of any alternative link, mobile application or platform that you come across, do not click on that link or otherwise attempt to access our services through those channels. You should immediately inform our customer service at [customer.success@ampnow.co](mailto:customer.success@ampnow.co) if you have encountered a potential security issue.

### 4. Right to make changes to the Services or Partner Services

**Our Partners and we may change, suspend, or discontinue any aspect of the Services or Partner Services at any time without notice and without liability.** This includes but is not limited to our hours of operation, availability of the Services and/or Partner Services or any service features (such as imposing limits on certain service features or restricting access to some or all of the Services or Partner Services).

## Section B – Partner Services

### 5. Partner Services

**Certain services and functions available on our website, App and/or Software are operated by our Partners.**

The amp™ corporate debit card ("**Card**") is a debit card powered and issued by Wallex Technologies Pte. Ltd. ("**Wallex**"). Wallex is licensed under the Payment Services Act 2019 (No. 2 of 2019) ("**PS Act**") as a major payment institution to carry on the business of (1) account issuance service, (2) domestic money transfer service, (3) cross-border money transfer service and (4) e-money issuance service.

The amp™ multi-currency e-wallet ("**Account**") is issued to you by Wallex Technologies Pte. Ltd. ("**Wallex**"). Account issuance, domestic money transfer, and cross-border money transfer services are provided by Wallex. Currency conversion services are provided by Wallex Cashport Pte Ltd ("**Cashport**"). Cashport is licensed under the PS Act as a major payment institution to carry on the business of cross-border money transfer service .

Other services, features and/or functions available on our website, App and/or Software may also be provided by other Partners.

Your use of Partner Services is subject to additional terms and conditions as the relevant Partner may prescribe ("**Partner Terms**"). The Partner Terms may be enforced by the Partner against you directly. If you do not agree to the Partner Terms, please discontinue usage of the relevant Partner Service(s). You may refer to the Partner Terms at [www.ampnow.co](http://www.ampnow.co).

By using the Partner Services, you consent and agree to:

- Sunray sharing information about you with the relevant Partner as may be necessary for you to access the Partner Services; and
- promptly fulfil any reasonable request that Sunray or the Partner makes to you in order to provide the Partner Services.

### 6. Limitation of liability

Our Partners and we shall not be responsible or liable in any way for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by you, in

each case whether foreseeable or not, resulting from, arising out of or in connection with any of the following:

- any act, omissions or delay of any affiliate or any other third party
- if any merchant, establishment, or any other person refuses to accept or honour (or delays in accepting or honouring) the Card, card number or PIN for any reason;
- any refusal or delay by us or our Partners to authorise, process, facilitate or approve any transaction;
- if you are deprived of the use of any goods, services, machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action, omission or delay by us, our Partners, any merchant, establishment or any other party;
- our Partners or we are unable to perform our obligations under this Terms due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, act of god, fire, flood, civil or labour disturbance, terrorism, pandemic, act of any governmental authority or any other act or threat of any authority (de jure or de facto), fraud or forgery (other than on the part of us or our Partners), legal constraint, or anything outside the control of us, our Partners, our servants or our agents;
- any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of the our Partners' or our computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, by us or our Partners or in connection with our Partners' or our business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates;
- the unauthorised use of the Card and/or Account or any services or facilities in connection therewith, or any transaction effected by an unauthorised person; and
- you failing to keep to this Terms and Conditions or in any way being involved in fraud, forgery or other unauthorised use of your Account.

You acknowledge and accept that any limitation or impairment in your ability to use, access and operate the Card and/or Account may be due to factors outside the control of us and our Partners. This includes acts of third parties who are not acting on behalf of us and/or our Partners, technical conditions of the internet that cannot be influenced by us and/or our Partners, and force majeure events. The hardware, software and any other technical infrastructure that you use can also influence your ability to use, access and operate the Card and/or Account. You acknowledge and accept that your usage of any such hardware, software and any other technical infrastructure shall be at your own risk.

Without prejudice to the other provisions of this Clause 6, our Partners and we are not liable in any way to you for any loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card, Account and/or this Terms except where (and only to the extent that) it has been conclusively established in the courts of Singapore that the aforesaid has occurred solely owing to gross negligence or wilful default on our Partners' or our part.

Our Partners' and our liability for any losses or damages that you may incur arising from the use of the Card and/or Account as a result of our breach or non-performance of our obligations under the Terms shall not exceed the stored value balance in your Account or the actual direct losses or damages, whichever is lower. Notwithstanding any provision of this Terms and Conditions to the contrary, our Partners and we shall not in any event be liable under any circumstances for any special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to lost profits, business, goodwill, reputation or opportunity), in each howsoever caused or arising and whether arising directly or indirectly and whether or not foreseeable, even if our Partners and/or we are actually aware of or has been advised of the likelihood of such loss or damage and regardless of whether the claim for such loss or damage is made in negligence, for breach of contract, breach of trust or otherwise.

The provisions of this Clause 6 shall survive the termination or expiry of this Terms and Conditions.

## 7. Governing law & jurisdiction

The construction, validity and performance of this Terms shall be governed by and construed in accordance with Singapore law and any claim or dispute arising out of or in relation to the Terms shall be subject to the non-exclusive jurisdiction of the Singapore courts.

## 8. Internet delays

***The Services, Partner Services, App and/or Software may be subject to limitations, delays and other issues associated with using the internet and electronic communications.*** This includes but is not limited to the device used by you or third party service providers being faulty, not connected, out of range, switched off or malfunctions. Our Partner and we are not liable for any delays, delivery failures, damages or losses that occur as a result of these issues.

## 9. Communications and updates

***We may notify you directly about new updates and communications through the App or the Sunray website.*** However, it's your responsibility to stay up to date by visiting the App or the Sunray website personally from time to time. You're also responsible for reviewing any notices sent to you and your transaction history, and to promptly report any questions, apparent errors, or unauthorised transactions. Failure to contact the customer support team in a timely manner may result in the loss of funds or forfeit of important rights. In addition, forced updates may be implemented on the App at any time.

Our Partners and we shall be entitled (but not obliged), at our sole discretion, to rely and act on any communication, requests or instructions which we believe originate from you (whether orally or in writing (including by email) and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the your consent or authority), and any action taken by us or our Partners pursuant thereto shall be binding.

Our Partners and we shall not be liable for any loss incurred in connection with it acting on or acceding to (or its refusal to act on) any instruction, communication or request from (or purportedly from) you, and you will indemnify us and our Partners against any and all losses, claims and costs incurred by us or our Partners arising out of or in connection with any request, communication or instruction from (or purportedly from) you.

Our Partners and we shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of you.

Our Partners and we may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under this Terms required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a post office box or is a place of residence or business) as may be provided or disclosed to us or our Partners or our solicitors. To the fullest extent permitted by law, you agree that such legal process or document is deemed to have been duly served on you even if it is returned undelivered: (a) on the date of delivery, if sent by hand and/or left at the last known address; or (b) on the date immediately following the date of posting, if sent by post. You further agree that service of such legal process is deemed to be good and effective service of such legal process on you and nothing in this Terms shall affect our Partners' and our right to serve legal process in any other manner permitted by law.

## 10. Consent to disclosure of information

**Collection in accordance with relevant data protection laws.** We are committed to protecting our stakeholders' and customers' personal data in accordance with the Personal Data Protection Act 2012 of Singapore and other applicable data protection laws. We will use, collect and disclose personal information in accordance with our data privacy policy and prevailing practices which can be found at: [www.amprnow.co](http://www.amprnow.co) as may be amended, supplemented and/or substituted from time to time. You give us consent, and authorise us, to in our absolute discretion, at any time and without notice or liability, disclose any particulars of and/or otherwise relating to you, the Card and/or the Account to:

- any person or organisation providing (or participating in the provision of) electronic or other services in connection with payments and/or banking services, usage, or benefits made available to or utilised by you, whether in Singapore or outside Singapore, for the purpose of offering or operating the said services, including but not limited to, investigating discrepancies, errors or claims;
- any merchant or establishment which accepts the Card;
- any Partner and/or any partnering merchant, intermediary or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with the Card, Account and/or any transaction, and/or otherwise to facilitate the use of the Account and/or the Card;
- Visa or any other global or local network or association that we and/or our Partners may work with from time to time to enable the use of the Card;
- any payment processor, financial institution, intermediary or other party in any jurisdiction involved in facilitating, effecting or processing transactions on the Card and/or Account;
- any party or intermediary in any jurisdiction involved in facilitating, processing or providing any service or facility in connection with the Card, Account, and/or any Card transaction;
- any person or organisation for the purpose of enabling or facilitating the book-keeping and accounting integration services available on the Platform including but not limited to book-keeping and accounting services providers and information management services providers;
- any of our Partners' and our related corporations including our Partners' and our holding company, subsidiaries and affiliates (the "**Group**"), as well as their respective agents, correspondents, independent contractors and/or associates, for the purposes of risk management, regulatory compliance and reporting, customer screening relating to sanctions, anti-money laundering and countering the financing of terrorism compliance processes, monitoring credit exposures across the group and cross-selling;
- any bank, credit or charge card company or merchants, for the purpose of any credit or other enquiry in connection with the Card, Account and/or any Card transaction;
- any person or organisation engaged for the purpose of performance of our Partners' and our services or operational functions where these have been outsourced;
- any agent appointed by us or our Partners for the purpose of making, printing, mailing, storing, microfilming and/or filing any personalised statement of accounts, card, label, mailer or any other document or item on which your name and/or other particulars appear, or any data, record or document, and/or otherwise to provide a service to you;
- any information garnering or processing organisation or consultant or entity conducting surveys or analysis or research or developing system applications for Cashport or any other member of the Group;
- any person or organisation for the purpose of marketing or promoting any service or product of us or our Partners or jointly offered or developed by us or our Partners;
- the police, law enforcement agency or any public officer conducting an investigation into any matter relating to the Card, Account, or any Group member in any jurisdiction;
- any government agency, authority, tribunal or court of any jurisdiction (or equivalent), in compliance with the order, notice or request of such agency, authority, tribunal or court, and/or applicable laws and regulations, and/or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;
- any person for the purpose of collecting or recovering on our Partners' or our behalf any sums of money owing to us or our Partners by you;

- any credit bureau of which our Partners or we are a member or subscriber or credit reference agents;
- auditors and professional advisors including lawyers, insurers and receivers appointed by any member of the Group;
- any person authorised to operate the Account or any guarantor or security provider of the Account;
- any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection;
- any person or organisation who, in the course of the sending and delivering of communication materials (including all forms of direct mailers and advertisements) from us or our Partners to you or the prior preparation, sees any envelope or communication material sent by us or our Partners to you, which bears our Partners' or our name and/or logo;
- any person or organisation to clarify or correct any wrongful or erroneous belief, representation or allegation to any third party, whether made by you, both in public and in private, regarding any of our Partners' or our dealings with you or otherwise in relation to our Partners' or our products, processes or policies, regardless of the form of media or platform which may include but is not limited to, published articles, posts, complaints or petitions; and/or
- any other person we or our Partners consider it in our interest to make such disclosure, (and each of the foregoing persons similarly may disclose to us or our Partners and to each other) full particulars of the Card, Account, the transaction records and statements, and any other information in relation to you, the Card and/or the Account where such disclosure is required by law or where our Partners or we deem appropriate, necessary or desirable in connection with its provision of its services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Card, Account and/or this Terms or whenever our Partners or we consider it in its interest to make such disclosure.

Without prejudice to the foregoing, you agree that all personal data provided for the Card and/or Account, and information and details of the Account which may be issued and transactions made thereunder may be shared by us with our Partners to enable our Partners and their agents, intermediaries and authorised service providers to collect, use and disclose your personal data to any person that our Partners deem appropriate or necessary for the purposes of: (i) processing the Card and/or Account application and providing services associated with the Card and/or Account; (ii) offering, marketing or promoting any promotion or offer relating to the Card and/or Account; (iii) administering any benefit, privilege and term applicable to the Card and/or Account; (iv) offering, marketing or promoting any product and/or service; and (v) conducting research or analysis relating to any product and/or service, whether conducted by our Partners or jointly with any other party. You acknowledge and agree that our Partners and we will be separately collecting, using and disclosing personal data and each party shall only be responsible for its own collection, use or disclosure of personal data, and shall not be liable for the other party's handling or use thereof. You agree to directly address any queries, access or correction requests, or complaints in relation to the handling of the personal data to the relevant party.

You can ask us or our Partners what personal data we hold about you and, where applicable, you can ask us or our Partners to correct it if it is inaccurate or incomplete. Our Partners and we will need to verify your identity before the request may be processed.

To submit a question or request regarding your personal data, you may contact us at 15 Playfair Road, Level 2, FGA@Playfair, Singapore 367987 (Attention: Data Protection Officer) or via email at [customer.success@ampnow.co](mailto:customer.success@ampnow.co). We will respond to the question or request as soon reasonably possible within 30 days after receipt.

Following termination or deactivation of the Card and/or Account, our Partners and we may retain personal data and content for backup, archival, audit, disaster recovery, or otherwise in accordance with applicable law, regulations, guidelines and directives (for example, regulations relating to the prevention of money laundering and countering the financing of terrorism).

## **11. Representations, warranties and undertakings**

By using the Services and Partner Services, you represent, warrant and undertake that you have all necessary rights, authority and capacity to accept and agree to this Terms and to use and access Services and Partner Services.

## 12. Updating your contact information

***It's your responsibility to keep your contact information up-to-date.*** You must promptly tell our Partners and/or us in writing about any change in your postal address, phone number, fax number or email address that our Partners and/or we may use to communicate with you, or any relevant change to any of your information we have in our records. You must also send us any documents we need to support this change. We will need at least seven (7) business days from receiving this information to change our records, after which the updated change will apply. If you're unable to receive electronic communications because your mobile number or email address on our file is incorrect, out of date, blocked by your service provider, or for any other reason, we shall be deemed to have provided the relevant communication to you, and shall not be liable for any damages or losses incurred as a result.

***If your contact number or email address becomes invalid, our Partners or we may at their sole discretion designate your Account as inactive.*** In such cases, you may not be able to access the Services and/or Partner Services until we receive a valid, working contact number or email address from you.

## 13. Recovery of costs

Any costs, fees or expenses (including legal costs) that our Partners or we may incur as a result of your breach of the terms of the Terms or otherwise arising out of our enforcement of any rights under this Terms shall be recoverable from you on a full indemnity basis.

Without prejudice to the foregoing, you agree to indemnify and keep us and our Partners fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs and expenses), in each case on a full indemnity basis, suffered, incurred or sustained by us and our Partners, directly or indirectly, by reason of or in connection with this Terms, including without limitation:

- any use or misuse of the Card and/or Account regardless of whether or not authorisation has been sought and/or given;
- any dispute you have or may have with your directors, officers, employees, agents and beneficiaries (as may be applicable) about opening, managing, using or maintaining your Card and/or Account;
- us acting on the instructions of your representatives which we believe in good faith to be genuine;
- any breach of any provision of this Terms by you and/or your representatives;
- the enforcement or protection of our Partners' and our rights and remedies against you and/or your representatives under this Terms;
- an insufficiency of available funds in the Account to meet a request for payment of any transaction or settlement of any other liability hereunder. In this respect, our Partners and/or we may in our discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as we may deem fit;
- you or your representative's violation of any applicable laws, rules or regulations, including, without limitation, any violation of applicable laws, rules, or regulations resulting from your use of the Card and/or Account; and/or
- any change in any law, regulation or official directive which may have an effect on the Card, Account and/or this Terms.

This Clause 13 shall not apply in case of any claims, demands, action, proceedings, losses, damages, costs and expenses suffered, incurred or sustained by us or our Partners as a direct result of any fraud, gross negligence or wilful misconduct on the part of us or our Partners.

The indemnities in this Terms and Conditions is in addition to and not in substitution for any other indemnity or right in favour of us or our Partners given by law or otherwise and shall not be affected or discharged by anything.

The provisions of this Clause 13 shall survive the termination or expiry of this Terms and Conditions.

#### **14. Miscellaneous**

If any one or more of the provisions of this Terms or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Terms in such jurisdiction or the legality, validity or enforceability of this Terms in any other jurisdiction.

The remedies under this Terms are cumulative and are not exclusive of the remedies provided by law.

#### **15. Assignment**

You may not assign, transfer or otherwise dispose of any of its rights, benefits or obligations under your Card and/or Account.

Our Partners or we may assign or transfer to any third party (including, without limitation, to any other corporation within the Group) any of our rights, benefits and obligations under this Terms without your consent or the need to provide you with any prior notice of such assignment or transfer, and you irrevocably consent to any such assignment or transfer by us or our Partners.

#### **16. Intellectual property rights**

Nothing in this Terms and Conditions shall be interpreted or deemed to transfer to you any intellectual property rights belonging to us or our Partners. The provisions of this Clause 16 shall survive the termination or expiry of this Terms.

#### **17. Waiver**

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of us; and no waiver by us of any breach of this Terms on your part is to be considered as a waiver of any subsequent breach of the same or any other provision of this Terms.

#### **18. Third party rights**

Other than Cashport and/or Wallex, a person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the Terms.

#### **19. Amending the Terms**

We may amend any part of the Terms, or our policies relating to the Services or Partner Services, at any time, by posting the amended versions on our website at [www.ampnw.co](http://www.ampnw.co). We may elect, at our sole discretion, to provide notice of such amendments to you through email or otherwise, but you shall remain responsible for checking for amended Terms and policies regularly. If you don't agree to any amended Terms or policies, you should cease usage of the Services and/or Partner Services. Your continued use of the Services and/or Partner Services shall be deemed to be your acceptance to the amended Terms.