

POWERNOW TERMS OF USE AND SERVICE AGREEMENT

This Agreement creates binding legal obligations on you. If you do not agree to any of the terms of this Agreement, please do not access POWERNOW's powerbank Sharing Platforms, use any of the services offered through the Platforms or register an account for such services. You acknowledge that you have carefully read and understand the terms of this Agreement.

1. INTRODUCTION

1.1. Purpose

- A) POWERNOW offers powerbank sharing services through various electronic platforms, including on the Internet (<http://www.PowerNow.asia/>) and mobile applications (including on iOS, Android, Windows operating systems) ("POWERNOW powerbank Sharing Platforms" or "Platforms"). In accessing the Platforms, using the services and powerbanks provided through the Platforms, or registering an account for such services, you agree to accept the terms of this Agreement.
- B) POWERNOW's services aim to facilitate mobile phone charging experiences, enabling users to power up anywhere. Through innovative use of the sharing economy, the Platforms aim to mobilise existing powerbank and improve the efficiency of powerbank usage. We hope that the Platforms will enable users to power up in an environmentally friendly way.
- C) If you have any questions regarding any aspect of this Agreement or our services, you may contact our customer service staff at contact@PowerNow.asia

1.2. Acknowledgement

The clauses and paragraph headings of this Agreement have been inserted for ease of reference and do not affect or limit the construction or interpretation of the terms of this Agreement.

2. SCOPE

2.1. Contracting Parties

- A) This Agreement is entered into between you and the operator of the Platforms in the country where you are enjoying the services offered through the Platforms.
- B) The Platforms, and the services offered through the Platforms, are currently available in Malaysia and Singapore. If you are not a resident of or located in these countries, the Platforms and the services offered through the Platforms are not available to you.
- C) We, PowerNow (Asia) Sdn. Bhd., are the current operator of the Platforms, and the services offered through the Platforms, in Malaysia and Singapore. All references in this Agreement to “we”, “us”, “our” or “POWERNOW” is a reference to PowerNow (Asia) Sdn Bhd. Subject to us posting a notice on our website, we may at any time transfer or assign our rights and duties under this Agreement to any third party we deem fit. Once assigned, your relationship would be with our assignee and not with us.

2.2. Additional Terms, Usage Rules and Privacy Policy

- A) You agree to accept our Usage Rules and Privacy Policy which constitute integral parts of this Agreement.
- B) Our Usage Rules set out specific rules and instructions concerning: (a) how you may share your powerbank through the Platforms; (b) your use of the powerbank provided through the Platforms; and (c) the charges for your use of the powerbank. Our Usage Rules also include country specific rules applicable to your use of the powerbanks and the services offered by the Platforms. You are required to pay close attention to these rules and comply with them. Our Usage Rules are located at [www.PowerNow.asia].
- C) Our Privacy Policy set outs how we collect, use, disclose, handle and process your personal information. You consent to our collection, use and disclosure of your personal information, and in accordance with the Privacy Policy. Our Privacy Policy is located at [www.PowerNow.asia].
- D) Additional terms may apply to certain specific services offered through the Platforms. Such terms will be made known to you and you are required to accept those additional terms before using those specific services. In the event of any conflict between this Agreement and those additional terms, the additional terms will prevail.

3. USER REGISTRATION

3.1. User Qualification

You warrant and represent that you are at least 18 years of age, and have the requisite mental and legal capacity in accordance with the applicable laws of your jurisdiction to enter into this Agreement and use our services. If you are below the age of 18 or lack the requisite capacity, your parent or guardian may in accordance with applicable laws be responsible for your acts or omissions in relation to your access of the Platforms or use of our services.

3.2. User Account

- A) You are required to register for a user account through the Platforms before any use of our services.
- B) Your user account is personal to you and contains your personal and financial information. You will secure your user account and unless expressly authorised by us, you will not directly or indirectly, create a user account for another person, transfer your user account to another person, or permit or assist any other person to use or access your user account. You agree to assume all liability arising from the access or use of your user account by another person.
- C) All applications for user accounts are subject to approval at our sole and absolute discretion. We reserve the right to reject any application and, if accepted, terminate any user account, and/or to deny access to the Platforms or our services, at our sole and absolute discretion and without assigning or providing any reasons

3.3. Management of Personal Information

- A) In connection with your user account, you are required to provide information (including personal information such as your name, gender, identification numbers) to us in accordance with instructions given through the Platforms. You warrant that all information that you provide to us is accurate, true and complete.
- B) You are responsible for ensuring that information provided to us remains accurate and complete. You will update any changes to such information promptly. We may if required or in accordance with applicable laws check and verify the information you

have provided to us. You will cooperate and extend to us any assistance that we may require for such checks and verifications.

C) You are responsible for all loss and damage (whether caused to us or any other person) arising from inaccurate, false or incomplete information provided to us.

4. ACCOUNT SECURITY

4.1.

All copyrights, trademarks, trade names, logos, service marks and other intellectual or proprietary rights in the Platforms (including page titles, graphics, icons, scripts, source and object codes) belong to us or our licensors, and may not be reproduced, distributed, sold, used, modified, copied, imitated or used in whole or in part without our prior written consent.

4.2.

All activities conducted through your user account (including but not limited to the use of the powerbanks, return of the powerbanks, user communications, etc.) is deemed to be conducted by you. You are responsible for all activities conducted through your user account regardless of whether such activities are carried out with your consent or knowledge or otherwise.

5. ACCOUNT SECURITY

5.1.

All copyrights, trademarks, trade names, logos, service marks and other intellectual or proprietary rights in the Platforms (including page titles, graphics, icons, scripts, source and object codes) belong to us or our licensors, and may not be reproduced, distributed, sold, used, modified, copied, imitated or used in whole or in part without our prior written consent.

5.2.

You represent and warrant that you have full ownership of all intellectual property in any text, pictures, information or other content that you may provide to or release on the Platforms. You agree that you will only provide content that do not violate any applicable laws and/or infringe the intellectual property or proprietary rights of any other party. We may in our sole and absolute discretion delete, edit, remove or conceal from the Platforms, the whole or any part of the content or information provided by you.

5.3.

If you provide any suggestions for changes, improvements or other feedback about POWERNOW and/or our services, ("Feedback") we may use your Feedback for any purpose (including marketing or other commercial purposes) without obligation or payment of any consideration. You agree to assign to us all rights, title and interests (including intellectual property rights) in and to your Feedback.

6. APPLICATIONS

6.1.

You may access and use the Platforms by downloading, installing and using our applications (such as independent software products, mobile applications or browser plug-ins) ("Applications").

6.2.

In order to improve, enhance and further develop the features of such Applications, we may from time to time provide upgrades, updates and patches to these Applications. You agree to download and install such upgrades, updates and patches and to only use the latest version of the Applications, or such other versions as we may direct.

6.3.

We grant you a limited, royalty-free, non-exclusive, personal, revocable and non-transferable, license to download and use the Applications for your own personal, non-commercial purposes, subject to your compliance with this Agreement.

6.4.

The Applications are licensed, not sold, to you. You may use the Applications only as permitted by this Agreement. You may not, and will not permit any other party to:

- A) modify, adapt, improve, enhance, alter, translate or create derivative works of the Applications;
- B) use or merge the Applications, or any component or element thereof, with other software, databases or services not provided or approved by us;
- C) sublicense, distribute, sell or otherwise transfer the Applications to any third party;
- D) use the Applications as a service bureau, or lease, rent or loan the Applications to any third party;
- E) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Applications, or decrypt the Applications;
- F) interfere in any manner with the operation of the Applications;
- G) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Applications;
- H) create a database by systematically downloading and storing the Applications.
- I) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", "crawl" or in any way gather the Applications or reproduce or circumvent the navigational structure or presentation of the Applications without our express prior written consent;
- J) use the Applications for any commercial purposes;or
- K) violate any applicable laws, rules or regulations in connection with your access or use of the Applications. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Applications. You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Applications.

7. YOUR RESPONSIBILITIES

7.1. When accessing the Platforms or using our services, you agree that you:

- A) will ensure that you conduct yourself in compliance with all applicable laws and regulations, including but not limited to laws and regulations on data protection, intellectual property protection, taxation;
- B) will ensure that you treat any equipment provided (including powerbanks) with appropriate care, and treat our staff and other users with respect; and
- C) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Platforms or the Applications, and for paying all charges related thereto.

7.2. When accessing the Platforms or using our services, you agree that you will not:

- A) access the Platforms or use our services if we have suspended you from doing so;
- B) without our consent, rent, lease, sell, resell or otherwise monetise or commercialise the Platforms, our services or the powerbanks provided through the Platforms;
- C) use our services or powerbanks except through the Platforms;
- D) remove, alter, or obscure any advertisements that may be found on the Platforms; and
- E) assist or encourage any conduct in violation of this Agreement.

8. LIMITATION OF LIABILITY

8.1.

We make no warranty or representation as to the accuracy, reliability, availability or quality of our services, or that the Platforms are error-free, uninterrupted or available at any times. There may be circumstances where our services may be interrupted, delayed or unavailable, including but not limited to planned maintenance, upgrades, urgent repairs and failures of communication links and/or equipment. We are not responsible or liable to you for any loss or damage howsoever arising in the event that our services are defective, interrupted,

delayed or otherwise unavailable. Notwithstanding the above, in the event of any incorrect deductions, calculation or accounting of the service fees charged to your account, you may contact us at contact@PowerNow.asia. After the completion of our investigations, as your sole and exclusive remedy, we may correct the service fees charged to your account and provide you with a refund.

8.2.

We make no warranty or representation that the information or content you obtain from or through the Platforms is correct and reliable in any circumstance. Information and content available on or through the Platforms may be provided by other users and may be inaccurate, incomplete, outdated, misleading, illegal, offensive or harmful. We are not responsible or liable for any information or content you obtain from or through the Platforms and whether from other users or otherwise, and any loss or damage arising from your use of or reliance on such information or content.

8.3.

We make no warranty or representation that the powerbanks provided to you through the Platforms are operable or safe for operation, or that they will satisfy any of your expectations on quality or technical specifications. The powerbanks provided to or selected by you are shared from other users or authorised for use by other third parties, and may not be owned by us. You are responsible for checking the powerbanks provided to or selected by you to ensure that you are able to operate the powerbanks and that it is safe for operation. We are not responsible or liable for any loss or damage arising from any defects in the powerbanks provided to or selected by you, or your operation and use of such powerbanks .

8.4.

A) Your powerbanks is a machine that may malfunction even if properly maintained or inspected before use, and that using a powerbanks carries inherent risk of causing injury to yourself, others or damage to property that cannot be avoided entirely even if proper precautions are taken. In riding, using powerbanks, you agree to assume all risk, responsibility and liability in respect of any such injury, damage, loss or cost caused whether to yourself, others or any property.

B) You are responsible for the use of the powerbank and the services provided through the Platforms and shall remain responsible for all decisions related to such use.

C) We have no control over and shall have no responsibility regarding your use of any powerbank, nor any obligation to indemnify you for any third party claim arising from or in connection with your use of any powerbank.

8.5.

We make no warranty or representation that (a) the Applications are free of viruses or other malicious component; (b) the Application will operate or function on your computer or mobile device or operating system; (c) there will be no damage to your computer or mobile devices, or (d) loss of data when you download, install or acquire any information through the Applications. We do not provide any data backup or storage services, and have no obligation to preserve or maintain any content or information whether provided by you or others. You agree to backup your data and not to rely on us to backup or store your data. We are not responsible or liable for any damage to your computer or mobile device, or loss or corruption of your data caused by the Applications or any virus or other malicious component that you may come into contact with when accessing, installing or using the Applications.

8.6.

The Platforms may contain links to third-party websites or applications. You may also permit these third-party websites or applications to associate with your user account with us and access your user account information. Your use of any third-party websites or applications is strictly at your own risk and subject to such other terms as may be imposed by these third parties. We do not monitor, control or endorse, and are not responsible or liable for such third party websites and applications and your access and use of such third party websites and applications.

8.7.

We are not responsible or liable for the behaviour of our users including any offensive, inappropriate, obscene, illegal or any other uncomfortable content or information provided by our users that you may encounter on the Platforms. We may but are not obligated to assist you to moderate or participate in any dispute between you and other users.

8.8.

We shall not be liable to you or any other party for any indirect, special, consequential or punitive losses (including loss of opportunity, reputation, profits or income) in relation to this Agreement, your access and use of the Platforms and the powerbanks and services offered through these Platforms, regardless of the form of action whether in contract, tort, product liability or otherwise, even if we have been advised of the possibility of such damages.

8.9.

In any proceedings against us, you agree not to seek any injunctive or similar relief that may prevent or restrict us in developing or conducting the operations of the Platforms and the services offered through these Platforms.

8.10.

The Platforms, the services offered through these Platforms, and the powerbanks provided to or selected by you, are provided on an “as is, where is” and “as available” basis. Save for the warranties in this Agreement or other express warranties made by us in writing, we make no warranties or undertakings in any form whether express or implied, including but not limited to merchantability, fitness for any particular purposes, accuracy and non-infringement.

8.11.

To the extent that we are liable to you, our cumulative aggregate liability to you in relation to this Agreement and the subject-matter of this Agreement shall not for any reason exceed the lesser of the following:

- A) the aggregate amount you have paid to us in connection with the services offered through the Platforms in the one (1) year period preceding the occurrence of the liability; or
- B) S\$1,000 (One Thousand Malaysia and Singapore Dollars Only). This limitation applies to all causes of action in the aggregate regardless of the number of

actions or claims and including, without limitation, breach of contract, breach of warranty, negligence, misrepresentations, strict liability, and other torts.

8.12.

Where the applicable laws in any jurisdiction limits or restricts the exclusion or limitation of certain liabilities, the limitations and exclusions set out in this Agreement shall apply to the maximum extent permitted by the applicable laws.

9. REMEDIES FOR BREACH

9.1. If you are in breach of any of the terms of this Agreement, we may without further reference or prior notification to you, and in addition to any other rights and remedies that we may have:

- A) suspend or terminate your access to the Platforms, the services offered through these Platforms, and your right to use the powerbank;
- B) deduct and set-off the funds in your user account against any monetary loss, damage or compensation due from you to us; and
- C) terminate this Agreement.

9.2. You agree to indemnify, defend and hold harmless us and our related companies (and our respective management staff, directors, agents and employees) from and against all statutorily penalties, claims, actions, liabilities, losses, expenses, damages and costs (including court costs and solicitors' fees on a full indemnity basis) arising out of or related to:

- A) your access, use, or misuse of, the Platforms, any powerbanks which you share through the Platforms, any powerbanks provided to or selected by you and the services offered through these Platforms;
- B) any breach of this Agreement (including without limitation any breach of the Usage Rules and Privacy Policy) by you;

- C) the content and information directly or indirectly provided by you through the Platforms, including any claims that the content and information infringe or misappropriate any intellectual property or proprietary rights;
- D) any death or bodily injury or damage, loss or destruction of any real or tangible property arising from any powerbanks which you share through the Platforms, your use or misuse of any powerbanks provided to or selected by you, and your use or misuse of the services offered through the Platforms; and
- E) any fines or other penalties imposed by a regulator or court of competent jurisdiction from your use or misuse of any powerbanks provided to or selected by you, and your use or misuse of the services offered through the Platforms.

9.3.

We are entitled to terminate this Agreement immediately and to recover any loss and damage suffered (including economic loss and damage to goodwill and reputation) if you provide any gift or consideration of any kind (including physical goods, cash, cash equivalents, labour services, travel, etc.) as an inducement or reward to our employees or consultants for doing or forbearing to do or for having done any action in relation to this Agreement.

10. VARIATION

10.1.

We may in our sole and absolute discretion without prior notice at any time and from time to time, temporarily or permanently, in whole or in part, modify, update, upgrade, suspend or discontinue the Platforms or any information, services, contents, products or features offered through the Platforms

10.2.

We may without your consent and from time to time, amend the terms of this Agreement (including the terms in the Usage Rules and Privacy Policy). The amendments will take effect as they are notified to you. If you do not accept the amendments please do NOT access the Platforms or use any of our services; if you have been using our services or have registered an account with us, you are to discontinue your use of our services immediately. If you

continue to use our services after notification of the amendments, you will be deemed to have accepted the amendments to the terms and to be bound by the amended terms.

11. NOTICE

11.1. Any notifications that we are required to provide to you in accordance with this Agreement or in connection with your access and use of the Platforms and our services may be provided through any of the following means:

- A) publishing announcements on the Platforms;
- B) site messages, pop-up messages or pushed messages on the Platforms; and
- C) e-mails, text messages, mails sent to the contact details you have provided.

You may control and limit the types of messages that you receive from us through the user settings on the Platforms and Application.

11.2.

You consent to us contacting you using auto-dialling or pre-recorded phone calls or messages to the contact numbers provided by you, for the purposes of:

- A) providing you with information on your user account;
- B) resolving errors associated with your user account;
- C) resolving any disputes;
- D) processing payments;
- E) conducting surveys and questionnaire;or
- F) managing your relationship with us or to provide services to you.

11.3.

Your correspondence and communications (including telephone conversations) with us may be monitored and/or recorded for purposes of archiving, quality control, staff training, or risk management.

12. TERMINATION

12.1. User Termination

You may at any time terminate this Agreement by contacting our customer service staff at contact@PowerNow.asia.

12.2. Our Termination

We may at any time terminate this Agreement and discontinue the Platforms and our services, without cause or prior notification to you and without incurring any liability to you in respect of such termination.

12.3. Effect of Termination

The termination of this Agreement does not affect any accrued rights and remedies that we may have against you. Upon termination:-

- A) we may remove or deny you access to the Platforms, your user account (including any information in your account), and your use of our services; and
- B) we may continue storing any information that you have provided for such period of time as may be necessary for our legal and business purposes.

Clauses intended to survive the termination of this Agreement, including Clauses 5, 6.3, 6.4, 8 and 9.2 shall survive the termination of this Agreement.

13. FORCE MAJEURE

We shall not be responsible for any loss, damage, default or failure which is shown to be due entirely to causes beyond our control including but not limited to failure of information network equipment, connection failure, failure of computer, communication or other system, power breakdown, strikes, riots, fire, flood, windstorm, explosion, war, government actions, changes of laws, regulations, administrative provisions and other rules, orders of judicial or administrative authorities or acts of God

14. GENERAL

14.1. Applicable Law

This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia and Singapore.

14.2. Non-Partnership

Nothing in this Agreement shall be deemed to constitute a partnership, or constitute any authorization, cooperation, agency relationship between you and us.

14.3. Jurisdiction

You agree that you will first attempt to resolve any dispute relating to this agreement through good faith discussions with us. In the event of any dispute, you should first contact us by registered mail setting out the information about the dispute, including the nature and basis of your claim and the remedy you seek. If any dispute cannot be resolved through discussions within thirty (30) days of the dispute arising, either party may refer the dispute to be finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing in accordance with the arbitration rules of CIETAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

14.4. Waiver

No delay, indulgence or omission in exercising any right, power or remedy by us under this Agreement or by law shall operate to impair, or be construed as a waiver of any right, power or remedy that we are entitled to.

14.5. Entire Agreement

This Agreement, (including but not limited to the Privacy Policy; Usage Rules; and any additional terms that we have notified as being applicable to specific services) constitute the entire agreement between you and us with respect to your access of the Platforms and use of the services offered through the Platforms. It supersedes all prior or

contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into prior to this Agreement. No promise, inducement, representation or agreement other than as expressly set forth in this Agreement has been made to or by the parties.

14.6. Severability

In the event that any term, condition or provision of this Agreement or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect; whereas the remaining terms and provisions of this Agreement shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Agreement.

14.7. Assignment

You shall not assign any of your rights or obligations under this Agreement without our prior written consent.

14.8. Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.

14.9. Other Languages

This Agreement (including the Usage Rules and Privacy Policy) may be made available to you in other languages. The English version is the original language and any translations are for the purposes of assisting you in understanding this Agreement. In the event of any conflict between any of the terms of this Agreement in such other languages and the English version, the English version will prevail

USAGE RULES

These are our rules that regulate how you (a) share your powerbank through the Platform, (a) share your powerbank through the Platform, and (c) pay for your usage of the powerbanks. These rules form part of your Agreement with us in relation to your access of the Platforms and use of our services. These rules also set out safety standards in relation to your use of powerbanks. You are required to comply with these rules and it is important that you read and understand these rules carefully. Where necessary to assist you in understanding certain technical terms and processes in these rules, we may provide or direct you to hyperlinks and illustrations.

Unless otherwise defined, terms used in these rules have the same meaning with those defined in the POWERNOW Terms of Use and Service Agreement.

1. HOW TO USE POWERBANK

1.1. Rent Powerbank

After you have successfully registered a user account on the Platforms, you may use the powerbank provided through the Platforms. There are fixed locations where our powerbanks may be found. To commence a usage on our powerbank, you simply need to:

- A) scan the QR code on our POWERNOW machine; and
- B) take the automatic pop-up powerbank from POWERNOW machine

1.2. Safety Inspection

Before using any powerbank, you will inspect the powerbank to ensure that the powerbank is safe and operable. Please refer to Attachment 1 which set out a non-exhaustive list of safety requirements. If a powerbank does not meet the requirements or is otherwise unsafe for operation, DO NOT USE THE POWERBANK. In such event, you will also immediately notify us via the Application, or e-mail at contact@PowerNow.asia, of (i) the number of the powerbank concerned; and (ii) the safety issues associated with that powerbank.

1.3. Liability for use of powerbank

You will not allow any other person to use a powerbank unlocked by you

You are responsible for using the powerbanks provided to or selected by you. We are not responsible or liable for, and you shall assume all related risks and liability for, any personal injury or death caused to yourself or a third party, as well as any damage to any property arising from your use of the powerbank

1.4. Your responsibilities

You represent and warrant to us that:

- A) You will comply with the Rules set out in Attachment 1 to these rules;
- B) You are physically and mentally able, and have the necessary skills and expertise to use, use the powerbank provided to or selected by you in a safe and competent manner;
- C) You will use the powerbank provided to or selected by you in a reasonable manner. You will not damage or restrict other users' enjoyment of the powerbank, which may include damaging, breaking or destroying the powerbank, hiding the powerbank from public view, or tampering with the powerbank in a manner that restricts other users' use (e.g. adding another lock to the powerbank);

2. PAYMENT

2.1. Users who use the powerbank

We will charge you on a pay-per-usage basis ("Usage Session") for your usage of powerbanks through the Platforms. You will be charged at our then prevailing rates which will be notified to you through our Platforms. Your usage Session commences once you have scan the QR code from us to unlock the portable, and will continue until such time when you have indicate the completion of your use by returning the powerbank to our machine.

2.2. Promotional coupons / code

We may from time to time, in our sole and absolute discretion, issue promotional coupons or codes. These promotional coupons or codes may be used to offset your powerbank usage charges. The use of such promotional coupons or codes shall be subjected to such terms and conditions as may be stipulated in and accompanying such coupons or codes.

We reserve the right to at any time and at our sole and absolute discretion, verify, reject, suspend or terminate any promotions governing such promotional coupons.

2.3. Payment methods

You may choose to pay for the usage of the powerbank provided to you using any of the following methods:

- A) You may associate your user account with a valid credit or debit card in accordance with the instructions that we may provide; and/or
- B) You may purchase credits from us using any of the payment methods as may be made available on the Platforms from time to time - POWERNOW E-Wallet.

2.4.

If you associate a credit or debit card with your user account, you authorize us to charge that credit or debit card for all fees (including powerbank usage fees and any applicable tax) incurred by you. You represent and warrant that:

- A) any credit or debit card that you have associated with your user account and the details (including card number and expiration date) are and remain valid; and
- B) you have the requisite authority, consent or power to associate a credit or debit card with your user account and to charge the fees for your powerbank usage to such card.

We are entitled to recover any unsuccessful charges to your credit or debit card, together with any applicable administrative fees that we may impose, as a debt due and owing from you to us.

2.5.

Credits can be purchased for your user account using any of the payment methods as may be made available on our App from time to time. If you use and authorize us to charge a credit or debit card for your purchase of credits, you represent and warrant that:

- A) any credit or debit card information that you have provided and the details (including card number and expiration date) are and remain valid; and
- B) you have the requisite authority, consent or power to make the requisite charges to the credit or debit card.

We are entitled to recover any unsuccessful charges to your credit or debit card, together with any applicable administrative fees that we may impose, as a debt due and owing from you to us.

We reserve the sole and absolute discretion to reject any purchase of credits without providing you any reasons whatsoever. We may also limit the total amount of credits that you may purchase and hold in your user account.

Credits in your user account constitute a stored value facility under the Payment Systems (Oversight) Act (Cap 222A). We do not require the approval of the Monetary Authority of Malaysia and Singapore. Users are advised to carefully read these terms and conditions which govern your account and the credits in your account.

We will deduct your usage charges against the credits in your account. If your account balance is negative as you are using the powerbank, you may still continue your usage and complete your usage. If you have no credits in your account you will need to purchase more credits to continue using powerbanks provided by us.

2.6. Refund of Credits

Except as provided in this Clause 2.7, credits in your user account are not refundable, redeemable or exchangeable for cash, other services or products, and we will not under any circumstances provide any refund for any unused credits in your user account.

If we terminate your user account other than by reason of your breach of our rules or your agreement with us concerning your use of our App, services and powerbanks, you may request for a refund of any balance credits in your user account in accordance with our prevailing refund policy, with only multiple of RM60 / SGD 20 / 450 Baht. No refunds will be provided for any credits credited to your account from any promotional coupons, codes or other schemes.

3. DEPOSIT

These terms relate to your provision of a deposit, in connection with your use of our App, services and powerbanks. These terms apply in addition to other agreements that govern your use of our App, services and powerbanks.

3.1. Deposit

You are required to provide a deposit to use our powerbanks. We will determine the deposit amount to be collected and may change this amount from time to time. The deposit cannot be used as payment for charges you incur in using our services, App and powerbanks. The deposit is collected to ensure that you comply with our rules and your agreement with us regarding your use of our services, App and powerbanks. We may make deductions from your deposit if you fail to comply with our rules or your agreement with us, or in accordance with other policies that we may issue.

3.2. Refund of Deposit

Subject to any deductions that we may make or are entitled to make, you may request for the deposit to be refunded to you, in accordance with our prevailing refund policy.

Kindly return the powerbank within 6 days. If the powerbank is NOT returned in 6 consecutive days, your deposit will be deducted and the powerbank will be considered SOLD and is yours to keep.

A) Refund via Bank Transfer (Only applicable to PowerNow E-Wallet)

After submitting your request for a deposit refund from PowerNow E-Wallet, you will receive a confirmation email ensuring you have given the correct details. After confirmation, the refund process will take up to 3 working days.

Note: The refund process might take longer if the user does not respond to the confirmation email.

B) Refund via Credit Card

The refund request will initiate automatically after you return the powerbank and make payment (if there is any rental fees occurred). The refund process will take 1-3 working days.

Note: The refund will be reflected into the user's card statement.

C) Refund via Debit Card

The refund request will initiate automatically after you return the powerbank and make payment (if there is any rental fees occurred). Depends on issuer Bank, some banks may takes up to 14 working days to refund the deposit.

Note: The refund will be reflected into the user's card statement.