



## **Help a Friend Program**

### **WHEREAS :-**

A. MoneyMatch is an approved FinTech Sandbox participant under the Autoriti Monetari Brunei Darussalam to provide remittance services in Brunei and is desirous to have the Referrer (among other Referrers) to recommend, introduce and/or refer other Individual Customers to utilise the MoneyMatch platform for the purposes of their remittances and/or cross-border payments; and

B. The Referrer is a current existing user of MoneyMatch and is desirous to recommend, introduce and/or refer Individual Customers in accordance with the provisions under these Terms and Conditions hereinafter stated.

### **IT IS HEREBY AGREED AS FOLLOWS :-**

#### **1. Definitions**

<b>Beneficiary</b>	means the person (legal or natural) who receives the monies from the Services;
<b>Individual Customer</b>	means a natural person who resides in Brunei Darussalam which will upon Successful Onboarding, utilise MoneyMatch Transfer Platform;
<b>Referral Link</b>	means the specific referral link/code created for the Referrer which shall be utilised by the Individual Customer upon the creation of the Referral's account with MoneyMatch which will establish the correlation of the Referral-Referrer relationship;
<b>Internal Policy</b>	means the processes, rules and guidelines in place by MoneyMatch to ensure proper governance and strict compliance to the laws, regulations and guidelines which MoneyMatch is subjected to;
<b>MoneyMatch Transfer</b>	means the platform owned by MoneyMatch for the Services provided to our individual users;
<b>Onboarding</b>	means the process to which any prospective customer of MoneyMatch has to undergo which includes identification, verification and compliance checks including site visits to the premises of the Corporate Customers and " <b>Successful Onboarding</b> " means that the Referral has obtained an account on the MoneyMatch platform which it can create and transact



after the Onboarding process approved by the Compliance Department of MoneyMatch;

**Individual Referral**

means a new Individual Customer who has signed up to be a user of MoneyMatch by using the Referral Link which has never been registered, signed up and/or failed to be onboarded with MoneyMatch prior to this Referral Program and a **"Successful Referral"** shall mean where an Individual Referral has completed a Successful Transaction by transacting more than BND200.00 (Brunei Dollars Two Hundred);

**Reward**

means a non-recurring, one off Coupon Code worth BND10 (Brunei Dollars Ten) generated to the Referrer for the next transaction;

**Services**

means the remittance and cross border payments on the MoneyMatch platform;

**Transact / Transaction**

means the process to which the Individual Referral has placed an order on the MoneyMatch Transfer platform for the Services while **"Successful Transaction"** shall mean that the transaction has taken place and the monies have been duly received by the Beneficiary in accordance to the terms and conditions of MoneyMatch (including but not limited to AML/CFT compliance requirements).

## 2. Participation Prerequisites

### Acceptance of Terms

Your participation in this Referral Program constitutes your acceptance to the terms and conditions of this Referral Program, MoneyMatch's Terms and Condition and our Privacy Policy. Should you have any questions and/or queries to these terms and conditions, please feel free to contact us at <support@moneymatch.com.bn>. We advise that you and your prospective Referrals to seek independent legal advice before proceeding to be part of this program.

### User of MoneyMatch

To qualify in being a Referrer, you need to be an existing user of MoneyMatch. If you are not an existing user of MoneyMatch, you shall sign up with MoneyMatch and undergo our onboarding process as an individual user on our MoneyMatch Transfer Platform. This onboarding process shall include identification and verification processes including any AML/CFT related screening processes in place by MoneyMatch.



MoneyMatch reserves the right to terminate your participation in this Referral Program and/or as a user of MoneyMatch as it deems fit including but not limited to any abuse and/or misuse of the MoneyMatch platform.

### 3. Term, Variation & Termination

This Program shall be open to all users of MoneyMatch and MoneyMatch reserves the rights to make all determinations regarding your participation in this Referral Program at our sole discretion. All Successful Referrals shall entitle the Referrers to the Reward.

MoneyMatch further reserves their rights to cancel, terminate or suspend the Referral Program without any prior notice and reason. For the avoidance of doubt, cancellation, termination or suspension by MoneyMatch shall not entitle you to any claim or compensation against MoneyMatch for any and all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

Any written notices required or permitted to be given by MoneyMatch hereunder may be delivered by email. By participating in the program, you consent to delivery of all program related notices and information by email to the email address you have registered with and acknowledge that you have the necessary equipment (hardware and software) to receive such emails.

### 4. Mechanics

#### **Referrals**

For the purposes of this Referral Program, a Successful Referral requires Successful Onboarding of the Referral. An Individual Customer can only be referred by one Referrer and this relationship shall be established by the Individual Customer upon the usage of the Referral Link during the time of registration.

When the Referral Link is used, it will bring the Individual Customer to the MoneyMatch sign-up page in order for the Individual Customer to fill-up the details and proceed to conduct their KYC at the premises of MMB Transfer Sdn Bhd.

Only upon the Successful Onboarding, the Individual Referral may transact on the MoneyMatch Transfer Platform for the Services. In the event that the Individual Referral has completed a Successful Transaction which amounts to a total of BND200.00 (Brunei Dollars Two Hundred), the Referrer associated with the Successful Referral shall be granted with the Reward which is a non-recurring, one off Coupon Code worth BND10.00 (Brunei Dollars Ten) generated to the Referrer for the next transaction with MMB Transfer Sdn Bhd.

For the avoidance of doubt, a Referrer may only be granted the Reward once for every Successful Referral.



For every Successful Referral, the Individual Referral will be entitled to a non-recurring, one off payment of BND10.00 (Brunei Dollars Ten) in the form of a coupon code.

### **Duty of Referrer**

It is the duty of the Referrer to ensure that the Individual Customer utilizes the Referral Link during the registration of its account and MoneyMatch shall not be held liable nor responsible for the omission of not using the Referral Link by the Individual Customer and shall be at liberty to solely decide whether such Referral shall be deemed as valid and to allow the Reward to be conferred to the Referrer.

Referral Link shall only be used for personal and non-commercial purposes and shall not be published, publicized and/or distributed on commercial websites or on blogs. Referrers are prohibited from "spamming" anyone with referral links which includes mass emailing, texting or messaging people or business you do not know or any uses of automated systems or bots through any channels to distribute your Referral Link. Referrers are also prohibited from paying to advertise their Referral Link.

All previous Referrals (whether successful or not) (if any) shall not be deemed to be part of this Referral Program and shall only be applicable at the time of the Successful Transaction.

### **Reward**

MoneyMatch shall notify the Referrer of the occurrence of Successful Referral(s) (if any) ("SR Notification"). If the Referrer is entitled to the Reward(s) made in favour to the Referrer, the Referrer shall inform to MoneyMatch the bank account details for the Reward to be credited to.

### **Disputes**

In the event that a Referrer disputes the number of Successful Referrals and its corresponding Rewards (if any) payable to the Referrer, the Referrer has five (5) working days from the SR Notification date to raise a dispute. Any disputes raised shall be with proof and documentation by the Referrer which MoneyMatch shall review and have the sole discretion to allow or deny such disputes. The decision by MoneyMatch shall be final.

## **5. Compliance**

MoneyMatch is governed by strict laws, regulations and guidelines and you shall hereby agree that in the event your actions and/or omissions contravenes such laws, regulations and guidelines, you hereby agree to indemnify and keep indemnified MoneyMatch of the same



and you shall not utilize this Referral Program and/or the MoneyMatch Platform for any illegal and/or unlawful activities.

All Referrals referred to by you shall be subject to our Internal Policy in line with the all relevant Anti-Money Laundering and Counter Terrorism Financing laws and regulations. It shall be the sole discretion of MoneyMatch to decide the following :-

- a) the suitability to onboard the Referral;
- b) whether the order and/or transaction placed by the Referral is in compliant with our Internal Policy and other relevant legal provisions;
- c) in the event, further documents are requested, the suitability and acceptability of such documents furnished proceed with the transaction and/or onboarding process;
- d) the acceptability of the Referral's actions and/or explanations to observe and/or adherence to our Compliance Department's requests and/or instructions; and
- e) any other relevant decisions relating to the compliance of the relevant laws, regulations, provisions and legal frameworks.

The onboarding and/or transaction processing of the Referrals may be subject to delays. In the event that a Referral is rejected and/or delayed, MoneyMatch shall not be held liable for any losses and/or damages caused by the stringent onboarding and/or transaction processing.

Therefore, you hereby agree that MoneyMatch shall be held free from any losses and/or potential losses suffered by you relating to the failure of onboarding and/or processing of transactions of such Referrals.

Neither you nor the Referral shall be entitled to dispute and/or request for a review of the matters within this Clause as it is solely within the discretion of the Senior Management and/or Compliance Department of MoneyMatch.

MoneyMatch is also not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration or, use or member communications, or any problems or technical malfunction of the Website, any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet and/or Website.

## 6. Investigation

MoneyMatch reserves the right to investigate and review all activities carried out by the Referrer pursuant to this Referral Program and may at any point in time reconsider the Referral's eligibility towards the Reward in the event MoneyMatch deems that your conduct in participating in this Referral Program is deemed unlawful, illegal and/or an abuse to the essence and intention of this Referral Program.



## 7. Intellectual Property & Consent

All use of our Intellectual Property (including but not limited to our tradename, logo and/or tagline) may be used for the sole purpose of referring users to MoneyMatch. This Referral Program does not in any way grant any rights or ownership of such Intellectual Property to the Referrers. You shall not misuse and/or abuse the same and warrant that in the event of such occurrence, you shall be solely responsible for all claims of losses, damages (including loss of goodwill) by us against you.

By participating in this Referral Program, MoneyMatch reserves their right to publish or display materials or information, including but not limited to the names and photographs of you for marketing, advertising and publicity purposes in any manner it deems appropriate. MoneyMatch further reserve their right to use your personal data for the same purpose and you are deemed to consent to such use with no monetary payment.

## 8. Relationship

Your participation in this Program does not authorize you to act on behalf of our business. Nothing within this relationship is intended to nor be construed to imply a joint-venture, employer-employee relationship, partnership nor association between you and MoneyMatch. By participating in the program, you acknowledge that you do so at your own risks and as an independent contractor and that MoneyMatch is not directing how you perform your obligations.

## 9. Misrepresentation

Any representations made by you to any new users as part of this Referral Program shall not be deemed directly or indirectly made by us and you shall indemnify us against any and all losses and/or damages caused by such representations by you (including any legal fees involved). Further, you hereby warrant that you understand our Terms of Use, Referral Program Terms and Conditions and our Privacy Policy and shall not in any way communicate (in any manner) to any parties that contravenes the same.

## 10. Severability

If any provision in these terms are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.



## 11. Jurisdiction

The Terms and Conditions of this Referral Program are governed by the laws of Brunei Darussalam and all disputes are subject to the exclusive jurisdiction of the courts of Brunei Darussalam .

## 12. Warranty Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER MONEYMATCH NOR ANY OF ITS AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OUR BUSINESS, ITS PARENT OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.