

Atome Terms of Service (Malaysia)

Please read these Terms of Service (“**Terms**”) carefully. By using the Platform, the Atome Services, and the Insurance Services, you agree to be bound by these Terms and are deemed to have executed these Terms electronically. The headings contained in this document are for reference purposes only. You should print a copy of these Terms for your records.

Last Updated: 9 May 2024

1. Parties to these Terms

- 1.1 These Terms are a legally binding agreement between you (“**you**”, “**your**” or the “**Customer**”) and APaylater Sdn Bhd doing business as Atome (“**we**”, “**us**”, “**our**”, “**Atome**”) (collectively, the “**Parties**” and each a “**Party**”). These Terms shall govern your use of the Atome website, including any subdomains thereof, and any other websites through which Atome makes its services available, our mobile, tablet and other smart device applications, and application program interfaces (collectively, the “**Platform**”) and the services provided through the Platform in the manner described in Clause 2.1.

2. Atome Services

- 2.1 We operate a Platform on which participating retailers, merchants, stores or owners of websites of online stores (“**Merchants**”) offer you the option to make payment for their goods and/or services (“**Merchant Services**”) via a single lump sum on a deferred basis with or without installment rate (depending on product offering) (“**Deferred Payment Structure**”). The services performed by the Platform that facilitates the Deferred Payment Structure shall be referred to as the “**Atome Services**”.
- 2.2 By using the Atome Services, you acknowledge and agree that, at the election of Atome: (a) Atome will arrange for you to apply for a loan, and, where successful and conditional upon lender’s approval, gain access to the loan from a lender through the Platform to pay the Merchant for your Order (and further terms and conditions imposed by that lender will apply); or (b) (and subject to clause 5.3 below) the Merchant will sell, and irrevocably assign its rights under the Deferred Payment Structure (“**Assigned Payment**”) to Atome or a third-party assignee designated by Atome (the “**Assignee**”). Upon such assignment, you are obliged to pay the Assigned Payment to the Assignee. The Assignee will waive your obligation to pay the Assigned Payment in a single lump sum and agrees to give you the ability to repay the Assigned Payments via installments with or without installment rate (depending on product offering). However, please note that your use of the Atome Services and Deferred Payment Structure is subject to the installment rate and/or charges set out in Clause 8 below.
- 2.3 For the avoidance of doubt, Atome does not provide any credit to you, and is not a moneylender.

- 2.4 Merchants remain fully responsible for their Merchant Services and the purchase of the Merchant Services shall remain a contract between yourself and the Merchant. Atome expressly disclaims all warranties related to the Merchant's sale of the Merchant Services, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. **THE MERCHANT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES INCURRED AND OBLIGATIONS DERIVED FROM AND IN THE COURSE OF PROVIDING THE MERCHANT SERVICES. ANY FEES CHARGED BY THE MERCHANT FOR THE USE OF ATOME SERVICES (IF ANY) DO NOT REPRESENT ANY FEES CHARGED OR INTENDED TO BE CHARGED BY ATOME TO ANY CUSTOMERS IN ANY WAY.**
- 2.5 Due to the nature of the internet, Atome cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform. Atome may restrict the availability of the Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform. Atome may improve, enhance and modify the Platform from time to time. Atome shall not be liable in any way to you for any interruption to the use of the Atome Service during such period of maintenance or system upgrades.

3. Insurance Services

- 3.1 You acknowledge that Atome is an insurance agency registered with Persatuan Insurans Am Malaysia. Atome provides the Insurance Services in its capacity as an insurance agent of a licensed insurer ("**Insurer**"), holding the licenses required of an "insurer" by the Monetary Authority of Singapore.
- 3.2 In partnership with the Insurer, Atome distributes insurance products, plans and policies underwritten by the Insurer ("**Policies**", "**Plans**") through the Platform. Atome provides you with information about the Policies and facilitates your application for and purchase of the Policies or Plans through the Platform (collectively, the "**Insurance Services**").
- 3.3 By using the Insurance Services, you acknowledge and agree that (a) your purchase of the Policies or Plans is subject to the acceptance by the Insurer; (b) the Policies or Plans are subject to terms and conditions imposed by the Insurer as may be amended from time to time; and (c) Atome does not make any representations or warranties as to the fitness of the Policies or Plans for your purposes, or that the information made accessible on the Platform is complete, timely, reliable or free from errors or inaccuracies.
- 3.4 Atome may terminate, suspend or modify the Insurance Services at its discretion, including but not limited to offering new Policies or Plans whether from the same Insurer or any other Insurer. In the event of any changes or termination, Atome will notify you in accordance with Clause 12 of these Terms.

4. Eligibility; Account Creation; Member Verification

4.1 Eligibility.

- a. To be eligible to use the Platform, the Atome Services and/or the Insurance Services, you must:
 - i. be an individual who is at least eighteen (18) years old;
 - ii. be capable of entering into a legally binding contract;
 - iii. have a valid and verifiable email address and mobile telephone number;
 - iv. provide a valid physical residential and delivery address;
 - v. be an authorised holder of an eligible debit card, credit card or other payment method as may be accepted by Atome from time to time ("**Payment Method**"). For the avoidance of doubt, a Payment Method shall not include any issued prepaid debit cards, virtual debit cards or virtual account numbers, gift cards or any other type of access card; and
 - vi. create an Account in accordance with Clause 4.2.
- b. By creating an Account, you represent and warrant that you are eligible and meet all the requirements in Clause 4.1a.

4.2 Account.

- a. You must create and register a password-protected account on the Platform ("**Account**") by providing Atome with such information as may be required for the purposes of creating such Account, including but not limited to details relating to your Preferred Payment Method (defined in Clause 5.1a.ii).
- b. Notwithstanding your fulfilment of the criteria set out in Clause 4.14.1a above and your provision of the information referred to in Clause 4.2a above, we reserve the right to, at our sole discretion, refuse to allow you to create an Account. In the event of such refusal, you will not be able to use the Atome Services.
- c. We will manage the personal data you provide to us in connection with the Atome Services in accordance with our Privacy Policy, available at <https://www.atome.my/en-my/privacy-policy>.
- d. You may only hold one Atome Account. Your Account is strictly personal to you and cannot be assigned or (re)sold to third parties.

- e. In consideration for your use of your Account, you agree to:
- i. provide true, accurate, current and complete information about yourself in a timely manner as requested by Atome from time to time and to promptly notify us of any changes. We will not be responsible for any losses or charges incurred in relation to your failure to do so;
 - ii. be solely responsible for the safety and security of your password. Where you believe that your password has been compromised or that there has been a security breach, you shall notify us immediately, and in the event that you fail to do so, you shall be liable for further purchases made using your Account;
 - iii. be fully responsible for any unauthorized access to your Account, and shall notify us immediately, failing which, you shall be liable for all purchases made using your Account;
 - iv. immediately inform us of any actual or potential fraudulent activities relating to your Preferred Payment Method (defined in Clause 5.1a.ii)) and to allow us to share such information with third party payment providers for the purposes of reducing further fraudulent activities;
 - v. ensure that your Account is used in a responsible and lawful manner and to not use your Account to misrepresent your identity; to procure any goods or services that are illegal or unlawful in nature or in a manner that contravenes any anti-money laundering laws; or for the purposes of accomplishing a cash advance; and
 - vi. comply with our operating procedures as may be informed to you from time to time.

4.3 Verification and Other Checks.

You authorize us to conduct checks (including credit checks), validations and risk assessments, and to make, directly or through third parties (including credit bureaus), any inquiries necessary to verify your identity, to assess your capability to make payments under the Deferred Payment Structure, and as required by applicable laws or regulatory requirements. You further agree and authorise us to share such information with the Merchant, our affiliates and/or any other third party as may be relevant and/or necessary for the provision of the Atome Services.

5. **Payment Details**

5.1 Payment Methods

- a. To complete the opening of an Account, you will be required to:
 - i. identify a Payment Method for your Account by providing the relevant credit, debit card and/or other payment details in relation to such Payment Method;
 - ii. indicate your preferred Payment Method ("**Preferred Payment Method**") which shall refer to: (1) where you have identified more than one Payment Method, the Payment Method that you have selected; or (2) where you have only selected one Payment Method, that Payment Method; and
 - iii. expressly consent to, authorise and instruct us to initiate recurring debit card, credit and/or other payment transactions from the Preferred Payment Method in relation to purchases made in connection with your Account.
- b. For the avoidance of doubt, you shall be responsible for ensuring that you have sufficient funds available in relation to your Payment Method(s). As such Payment Methods are provided by other third parties, Atome accepts no liability in relation to the same. You agree to be bound by any rules of such other third party and are responsible for all fees charged by the same.

6. Orders

- 6.1 When you select the Deferred Payment Structure as a means of payment for Merchant Services, at the election of Atome: (a) you are deemed to request for a loan in the value of those Merchant Services under the relevant terms and conditions (which will be furnished to you electronically) of that lender; or (b) you are deemed to make an order with that Merchant under the terms of the Deferred Payment Agreement, available at <https://www.atome.my/en-my/purchase-payment-contract> ("**Order**"). Orders are subject to the Merchant's, relevant lender's and Atome's approvals. We may, in our sole discretion, decline to facilitate the Deferred Payment Structure for an Order, or cancel an approved Order before the Merchant Services are delivered or supplied, for any reason including but not limited to your history of Orders or to prevent against fraud, legal, regulatory or non-payment risk.
- 6.2 The use of the Deferred Payment Structure may not be available for all purchases of all Merchant Services, and we may, at our sole discretion, set certain prescribed minimum or maximum purchase amounts for which the Deferred Payment Structure will be available.
- 6.3 In the case of an Order made under the Deferred Payment Agreement, upon the

completion of an Order and Atome's approval of the same, the Merchant will immediately sell and irrevocably assign the Assigned Payment to the Assignee. Upon such assignment, you acknowledge and agree to repay the Assigned Payment via Installments with or without installment rate (depending on product offering) to the Assignee.

- 6.4 If your Order is approved, you will be notified via the Platform of the same. The Platform will also inform you of (a) your total Order amount and any applicable installment rate which may be charged; (b) a payment schedule ("**Payment Schedule**") showing the amount and due dates for each deferred payment ("**Deferred Payment**"); and (c) will indicate your preferred Payment Method ("**Preferred Payment Method**"). You will be required to confirm that you have reviewed this information and accepted it ("**Payment Schedule Confirmation**"). These details are also available for view in your account on the Platform. The terms of the loan (or, as the case may be, Deferred Payment Agreement), Payment Schedule and your Payment Schedule Confirmation for each Order are both hereby incorporated into these Terms.
- 6.5 You agree to pay, and accept sole liability for, the full amount of the Deferred Payments and any applicable installment rate. Each Deferred Payment will be collected by charging your Preferred Payment Method on the due date(s) specified in your Payment Schedule. If you do not make the Deferred Payments as and when they fall due (including if the Payment Method is declined), or if such payments are not successfully processed on the relevant due date, you will be immediately suspended from the Platform, your Account may be deactivated, and you may be charged certain fees or charges; for more information, please see Clause 8 below. You may additionally be subject to fees or charges assessed by your card provider, payment provider, payment processor and/or any other financial institution providing the relevant Payment Method. Please note that a late or rejected payment may occur because you did not update your Account with all changes to your credit/debit card information and your Preferred Payment Method.
- 6.6 You may make early payments in relation to the Payment Schedule via the Platform. Please note that in the event that you choose to make such early payments, you will continue to be charged any applicable installment rate as if the Payment Schedule had run its full course.

7. Errors, Refunds, and Payments

- 7.1 If you wish to make an Order at a Merchant's physical store, you must key in the correct purchase price for the Order using the Atome Platform (including any applicable goods and services tax and surcharges). **WE SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF YOUR FAILING TO INPUT THE CORRECT PURCHASE PRICE.** In the event of an error, you may immediately request that we refund you for the proposed Order. We may, but shall not be obliged to, process a full refund and allow you to make another Order afresh.
- 7.2 If you wish to return or discontinue Merchant Services that have been purchased using

the Deferred Payment Structure and/or request for a waiver of outstanding Deferred Payments, or a refund, return, or replacement as may otherwise be accepted or permitted by law, such waiver, refund, return or replacement shall be subject to (i) the relevant Merchant's refund process and procedures; and (ii) our own checks in relation to the refunds, returns and replacements. Until the return, discontinuation, refund or waiver has been processed through the Platform, you will remain liable for the full payment of the Merchant Services. All Deferred Payments will continue to be processed in accordance with the dates set out in your Payment Schedule.

- 7.3 Once the refund or waiver process has been completed, the amount that we have agreed to refund to you ("**Refunded Amount**") will be returned to you. Please note that in the event of refunds, any applicable installment rate that you have paid will not be refunded to you. Subject to Atome's absolute discretion (or, as the case may be, the lender's absolute discretion) to vary the amount, manner and order to which the Refunded Amount shall be applied, the Refunded Amount shall first be applied to reduce the next due Deferred Payment, and then to the subsequent Deferred Payment until all of your remaining payment obligations are extinguished, as applicable depending on the Refunded Amount. If the Refunded Amount is greater than the aggregate amount of amounts owed in such subsequent Deferred Payments, such amounts will be refunded to the same Payment Method used to purchase the Merchant Services.
- 7.4 While we will process refunds as soon as reasonably practicable, the timing to receive any refund will vary based on the Payment Method and any applicable payment system (e.g., third party online payment processor, Visa, Mastercard, etc.) rules and practices. You acknowledge and agree that any refund amount due to be repaid to your relevant Payment Method is subject to handling methods outside our control and you shall not hold us responsible for any delays in relation to the same.
- 7.5 In the event of any partial repayments made by you, and subject to Atome's absolute discretion (or, as the case may be, the lender's absolute discretion) to vary the amount, manner and order to which such payment amount shall be applied, the payment amount shall first be applied to reduce the next due Deferred Payment, and then to the subsequent Deferred Payment until all of your remaining payment obligations are extinguished, if and as applicable depending on the payment amount that has been made.

8. Account Suspension and Installment Rate

- 8.1 Your eligibility to use the Atome Services shall be assessed and determined on an ongoing basis at our sole discretion. We reserve the right to deny, suspend or terminate provision of the Atome Services or your Account at any time and for any reason without consent or prior notice. **WE SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF YOUR ACCOUNT BEING SUSPENDED OR CLOSED FOR ANY REASON. FOR THE AVOIDANCE OF DOUBT, THIS SHALL INCLUDE ANY LOSSES THAT MAY BE INCURRED IN RELATION TO ANY PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH**

YOUR ACCOUNT IS DEBITED OR YOUR PAYMENT METHOD IS CHARGED.

8.2 Reactivation of Account and Late Payment Charges

- a. In the event of non-repayment of any Deferred Payment on its due date, a Late Payment Charge (“**Late Payment Charge**”) will be chargeable as follows:
 - i. A late payment charge of RM 23; and
 - ii. (if applicable) an additional penalty of RM 7
- b. If your Account is suspended, you will be required to pay all outstanding amounts due on your Account (including, but not limited to, any Late Payment Charge).
- c. We reserve the right to change the Late Payment Charge at our sole discretion and without prior notice to you.
- d. We may, in our sole discretion waive such Late Payment Charge and reactivate your Account if we believe that your Account was suspended due to a system error, failure or security breach. Please provide us with the relevant evidence for our consideration at support@atome.my.

8.3 Installment Rate

- a. Depending on the duration of the Deferred Payment Structure, your use of the Atome Services may be subject to an installment rate. The installment rate is inclusive of Sales and Service Tax (where applicable). The applicable installment rate will be notified to you before you confirm each Order, and your confirmation of the same represents your agreement to the installment rate. The installment rate is charged to you as compensation for the use of money.

9. Account Termination

- 9.1 You may request to close your Account at any time by contacting us at support@atome.my. Your request may take up to thirty (30) calendar days to process.
- 9.2 Your request to close your Account will be denied if:
 - a. any amounts due to us, the relevant lender or the Assignee are unpaid. We may limit your ability to use your Account;
 - b. you are subject to any investigation, in connection with or arising out of your use of Atome Services or Deferred Payment Structure; or

- c. there are any outstanding disputes between you, us, the relevant lender or any Merchants.

9.3 You remain liable for all obligations related to your Account even after your Account is closed. Atome will retain your information in accordance with our Privacy Policy: (available at <https://www.atome.my/en-my/privacy-policy>) and any applicable law, rule or regulation.

10. Intellectual Property

All content included in or made available through the Atome Services, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software is protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) are owned by Atome or its affiliates. The copying, redistribution, use or publication by you of any part of the Atome Services, unless expressly permitted in these Terms, is strictly prohibited. Use of the Atome Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Atome Services does not constitute a waiver of any right in such information and materials. For the avoidance of doubt, the use of the term “software” herein shall include its respective components, processes and design in its entirety.

11. Trademark Notices

The trademarks, service marks and logos (the “**Trademarks**”) used and displayed on the Atome Services are registered and unregistered Trademarks of Atome and/or the respective Merchants offering Merchant Services or Insurers offering Plans and/or Policies on the Platform. Nothing on the Atome Services should be construed as granting you, by implication, estoppel or otherwise, any license or right to use any Trademark or any other Atome intellectual property displayed on the Atome Services. The name “APaylater”, “Atome” and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Atome Services, without prior written permission from Atome.

12. Communications

12.1 All notices or other communications between the Parties shall be given in writing in the English language and shall be delivered:

- a. to you, via electronic mail to the email address you have provided to us, or to us, at support@atome.my; or
- b. via text messages to the mobile phone number you provided to us, including but not limited to text messages sent via SMS and/or Whatsapp.

- 12.2 All emails and text messages shall be deemed received upon successful transmission unless stipulated otherwise.

13. Transfers or Assignments

- 13.1 You shall not transfer or assign any rights and/or obligations you may have under these Terms without our prior written consent.
- 13.2 We may transfer, assign or novate these Terms, and any rights, obligations and conditions under these Terms, to a third party without your consent or notice.

14. Changes to these Terms; Conflict of Terms

- 14.1 Additional terms and conditions may apply to purchases of goods or services, such as the terms of the loan you may enter into with the relevant lender (or the Deferred Payment Agreement you may enter into with Merchants), and to specific portions or features of the Platform, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Platform or for any service offered on or through the Platform, the latter terms shall prevail with respect to your use of that portion of the Platform or the specific service.
- 14.2 We reserve the right to vary or amend these Terms from time to time without requiring express or implied consent and without prior notice of such variations or amendments. Such variations or amendments to these Terms shall be effective upon such updated version being uploaded on our Platform at <https://www.atome.my/en-my/terms-of-service>. You agree that it shall be your responsibility to review this Terms regularly whereupon the continued use of the Atome Services after such variation or amendment of these Terms shall constitute your consent and acceptance of such variation or amendment, regardless of whether you have reviewed the updated version of the Terms.

15. Indemnification

- 15.1 You agree to release, indemnify and hold harmless Atome or its subsidiaries, partners, affiliates, employees, directors, officers, agents, representatives and/or any third parties providing services for and/or on behalf of Atome (“**Indemnified Parties**”) from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way related to these Terms, your use of the Platform, the Insurance Services, the Atome Services and/or the Deferred Payment Structure.
- 15.2 Atome reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior

written consent of Atome and shall cooperate as fully and as reasonably required in the defense of any claim including providing Atome with access to any relevant documents, records or premises for purposes of assessing such claim. For the avoidance of doubt, this Clause 15.2 will survive these Terms and the termination of your Account.

16. Limitation of Liability

- 16.1 To the extent permitted by law, under no circumstances shall the Indemnified Parties be liable to you or any third parties for any indirect, incidental, consequential, special or exemplary damages (whether in contract, tort, equity or otherwise), arising out of or relating to the use of the Platform, the Atome Services, the Deferred Payment Structure, or Atome's or your liabilities to third parties arising from any source.
- 16.2 You agree that the aggregate liability of the Indemnified Parties to you for all claims arising out of or related to the Terms, the use of the Platform, the Atome Services, the Insurance Services, the Deferred Payment Structure, or Atome's liabilities to third parties arising from any source will not exceed the lower of: (a) (in the case of claims arising out of or related to the Atome Services or the Deferred Payment Structure) the amount of any affected Order(s) giving rise to such damages or (in the case of claims arising out of or related to the Insurance Services) the amount of premiums collected by Atome in respect of the Policy or Plan giving rise to such claim, or (b) the amount of one thousand five hundred Malaysian Ringgit (MYR 1,500). These limitations will apply even if the above stated remedy fails of its essential purpose.

17. Disclaimer of Warranties

- 17.1 **THE ATOME SERVICES AND INSURANCE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ATOME SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**
- 17.2 **ATOME DOES NOT WARRANT OR GUARANTEE THAT THE ATOME SERVICES OR THE INSURANCE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE ATOME SERVICES OR INSURANCE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE ATOME SERVICES OR INSURANCE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE ATOME SERVICES OR INSURANCE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**
- 17.3 Atome does not warrant, endorse, guarantee, or assume responsibility for (a) any product or services advertised or offered by a Merchant; or (b) any Policies or Plans advertised or offered by an Insurer through the Platform. Atome does not have control of, or liability for, Merchant Services or any Policies and/or Plans that are bought or sold through the Platform.

18. Miscellaneous

- 18.1 These Terms, as amended from time to time, are effective until you terminate your Account and all amounts due to us or Merchants have been paid. The following provisions of these Terms shall survive termination of your use or access to the Atome Services: Clauses 15 (Indemnification), 16 (Limitation of Liability), 17 (Disclaimer of Warranties), 18 (Miscellaneous), 19 (Dispute Resolution), 20 (Applicable Law and Jurisdiction), and any other provision that by its terms or implication survives termination of your use or access to the Atome Services or the Insurance Services.
- 18.2 If any provision of these Terms (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of these Terms shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms.
- 18.3 These Terms constitute and contain the entire agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. Each Party acknowledges and agrees that the other Party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.
- 18.4 No failure on our part to exercise and no delay on our part in exercising any right under the Terms will operate as a release or waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise of it.
- 18.5 Unless indicated otherwise, a person who is not subject to these Terms shall have no right to enforce or enjoy the benefit of any terms under these Terms.
- 18.6 Nothing in these Terms shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.
- 18.7 Neither Party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that Party, except for payment obligations. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 18.8 Without prejudice to any other rights or remedies a Party may have, the Parties each acknowledge and agree that damages may not be an adequate remedy for any breach of these Terms and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief (but for the avoidance of doubt no right of rescission or, unless expressly permitted, termination) for any threatened or actual breach of these Terms.

19. Dispute Resolution

- 19.1 In the event of a controversy, dispute or claim (jointly and severally, a “**Dispute**”) in relation to, in connection with, or arising out of, the quality or delivery of the Merchant Services, please approach the Merchant who provided the Merchant Services. In the event of any Dispute in relation to, in connection with, or arising out of, the Plans and/or Policies, please approach the relevant Insurer.
- 19.2 In the event of a Dispute in relation to, in connection with, or arising out of your use of Atome Services, the Dispute shall be referred to the courts of Malaysia.

20. Applicable Law and Jurisdiction

Except as expressly provided otherwise, these Terms and the relationship between you and us are governed by, and will be construed under, the laws of Malaysia, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. Questions

If you have any questions, complaints or claims with respect to the Atome Services or the Insurance Services, please contact us at support@atome.my. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.