SECTION 1: ACCEPTABLE USE POLICY

Terms of Use of MatchMove Services

1. Introduction

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

(a) The use of MatchMove Services, the API services at the Partner's [URL]or App name, any successor website or Partner App, (the "**Services**"); and

(b) The transmission, storage and processing of content, applications or data or other services developed by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you "or "your" are to Partner; and references in this Policy to "us or "we" or "our" are to the "Provider"

1.3 By using the Services, you agree to the rules set out in this Policy.

2. General Usage Rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a) In any way that is unlawful, illegal, fraudulent or harmful; or

(b) In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(c) You must submit the App, including new versions, for Vulnerability Testing to Provider prior to release on the App Store, or obtain a certificate from an approved third party testing organisation and submit to the Provider prior to release on the App Store.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2

3.3 Contents, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a) Be libellous or maliciously false;

(b) Be obscene or indecent;

(c) Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) Infringe any right of confidence, right of privacy or right under applicable data protection legislation;

(e) Constitute negligent advice or contain any negligent statement;

(f) Constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) Be in contempt of any court, or in breach of any court order;

(h) Constitute a breach of racial or religious hatred or discrimination legislation;

(i) Be blasphemous;

(j) Constitute a breach of official secrets legislation; or

(k) Constitute a breach of any contractual obligation owed to any person.

3.4   You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4.   Graphic Material

4.1   Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over Twelve (12) years of age.

4.2   Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3   Content must not be pornographic or sexually explicit.

5.   Factual Accuracy

5.1   Content must not be untrue, false, inaccurate or misleading.

5.2   Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, must be honestly held and must indicate the basis of the opinion.

6.   Negligent Advice

6.1   Unless specifically allowable in Territory, Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any professional advisory services.

6.2   Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7.   Etiquette

7.1   Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the Internet.

7.2   Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3   You must ensure that Content does not duplicate other content available through the Services unless you have permission to do so.

8.   Marketing and Spam

8.1   You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering] or which are not in accordance with stated use as in Service Schedule.

8.2   Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

8.3   You must not use the Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

8.4   You must clearly communicate or display to the end-users the applicable charges for the cards/wallets and all our services.

9.   Gambling

9.1   You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity unless explicitly authorised to do so in the Territory and agreed in writing.

10.   Monitoring

10.1   You acknowledge that we may actively monitor the Content and the use of the Services for purposes of meeting our obligations under this Agreement.

11.   Data Mining

11.1   You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

12.   Hyperlinks

12.1   You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

13.   Harmful software

13.1   The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2   The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

SECTION 2: AVAILABILITY SLA

1.   Introduction to availability SLA

1.1   This Section 2 sets out the Provider's availability commitments relating to the Platform Services.

1.2   In this Section 2, "uptime" means the percentage of time during a given period when the Platform Services are available at the gateway between public Internet and the network of the hosting services provider for the Platform Services.

2.   Availability

2.1   The Provider shall use all commercially reasonable endeavours to ensure that the uptime for the Platform Services is at least 99.5% during each calendar month.

2.2   The Provider shall be responsible for measuring uptime, and shall do so using any reasonable methodology or as agreed between Provider and you.

3.   Service credits

3.1   In respect of each calendar month during which the Platform Services uptime is less than the commitment specified in Paragraph 2.1, the Partner shall earn service credits in accordance with the provisions of this Paragraph 3.

3.2   The service credits earned by the Partner shall be for every month or part thereof Platform Services uptime that is less than the commitment specified in Paragraph 2.1, Partner shall accrue 0.5 man days in service credits for CCN or any work request mutually agreed between Provider and Partner in writing. Man day shall here mean the cost of a senior engineer for one (1) Business Day.

3.3   Service credits shall be the sole remedy of the Partner in relation to any failure by the Provider to meet the uptime guarantee in Paragraph 2.1, except where the failure amounts to a material breach of this Agreement.

3.4   Upon the termination of this Agreement, the Partner's entitlement to service credits shall immediately cease.

4.   Exceptions

4.1   Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Paragraph 2.1:

(a)   A Force Majeure Event;

(b)   A fault or failure of the internet or any public telecommunications network or third party system or Network;

(c)   A fault or failure of the Partner's computer systems or networks;

(d)   Any breach by the Partner of this Agreement; or

(e)   Scheduled maintenance carried out in accordance with this Agreement.

(f)   Unauthorized and malicious internet attacks by unknown third parties e.g. DDOS attacks

(g)   Unverifiable/Untraceable (upon commercially reasonable effort) negative end-user feedback or experience

SECTION 3: MAINTENANCE SLA

1.   Introduction

1.1   This Section 3 sets out the service levels applicable to the Maintenance Services.

2.   Scheduled Maintenance Services

2.1   The Provider shall where practicable give to the Partner at least ten (10) Business Days prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Platform Services or are likely to have a material performance impact upon the Platform Services, without prejudice to the Provider's other notice obligations under this Section 3.

2.2   The Provider shall provide all scheduled Maintenance Services outside Business Hours where practical

3.   Updates

3.1   The Provider shall give to the Partner written notice of the application of any security Update to the Platform and at least ten (10) Business Days prior written notice of the application of any non-security Update to the Platform.

3.2   The Provider shall apply Updates to the Platform as follows:

(a) Third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Provider may acting reasonably decide not to apply any particular third party security Update;

(b) The Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and

(c) Other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Partner or agreed by the parties from time to time.

4.   Upgrades and Releases

4.1   The Provider may produce Upgrades in the form of various Releases during the Term.

4.2   The Provider shall give to the Partner at least five (5) Business Days prior notice of the application of an Upgrade to the Platform.

4.3   The Provider shall apply each Upgrade to the Platform within any period notified by the Provider to the Partner or agreed by the parties.

(a) **Maintenance Releases: Provider** may provide periodic Maintenance Releases. Maintenance Releases are generally available release of Platform that only provides error corrections. Such a release shall be denoted by a change in the digit to the right of the second decimal point - for example, 3.0.0 to 3.0.1.

(b) **Minor Releases:** The Provider may provide periodic Minor Releases. A Minor Release is a generally available release of the Platform that provides Enhancements designated minor by the Provider, as well as bug fixes (error corrections). Such a release shall be denoted by a change in the digit to the right of the first decimal point - for example, 3.0 to 3.1.

(c) **Major Releases:** The Provider may provide periodic Major Releases. Major Releases are generally available releases of the Platform that provides Enhancements designated major by Provider, as well as minor new Enhancements and Error Corrections. Such a release is denoted by a change in the digit to the left of the first decimal point - for example, 3.0 to 4.0.

SECTION 4: SUPPORT SLA

Introduction

1.1.   This Section 4 sets out the service levels applicable to the Support Services.

2.   Partner Support Services

2.1.   The Partner Support Services shall be provided according to the following stages and availability as below:

2.2.1. **Project Support Services** This will include support for the Partner in terms of Project Initiation, Build, Acceptance and generally all activities prior to move to Production environment, that is all stages prior to Partner's Acceptance of the product. Partner's appointed Project Manager will interact directly with Provider appointed Project Manager, using mutually agreed communication formats, to address all issues in this stage. Communication formats will include telephone calls, workshops and other mutually agreed methods.

2.2.2. **Production Support Services** This will cover Production or Live environment issues, i.e. after Acceptance.

2.3.   **Process**

2.3.1   After the Acceptance stage, the Provider shall make available to the Partner certain Support Services for technical issues resolved in accordance with the provisions of this Section 4.

2.3.2   The Partner may use the Support Services for the purposes of requesting and, where applicable, receiving the Support Services; and the Partner must not use the Support Services for any other purpose.

2.3.4   The Provider shall ensure that the Support Services is accessible and can be reached by telephone, email, and ultimately always registering actual Support Service Requests using the Provider's web-based ticketing system.

2.3.5   The Provider shall ensure that the Support Service is operational and adequately staffed during Business Hours during the Term. In addition, the Provider shall provide a special telephone number for the Partner to report critical issues outside of Business Hours.

2.3.6   The Partner shall ensure that all requests for Support Services that it may make from time to time shall be made through the Helpdesk.

2.3.7   Provider's Support team will advise Partner if the Support Service Request constitutes a new feature requirement and falls outside the scope of normal Production Support, and such request will be routed to Partner's designated Account Manager/Representative, who will scope and cost the new feature request and obtain Partner's approval before proceeding to develop such new feature

2.4   **Availability**

2.4.1   The Provider shall use all commercially reasonable endeavors to ensure that the uptime for the Platform Services is at least 99.5% during each calendar month.

2.4.2   The Provider shall be responsible for measuring uptime and shall do so using any reasonable methodology

2.5   Issue Handling

2.5.1   Issues can be raised to support services by following ways
          a. Sending email to support@matchmove.com
          b. Raising a ticket at https://support.matchmove.com

2.5.2   Helpdesk availability will be from 9:00 a.m. SGT to 10:30 p.m. SGT(7 a.m. IST to 8 p.m. IST) excluding weekends and public holidays.

2.6   **SLAs**

Priority	Severity	1st Response SLA (During Working Hours)	Resolution SLA
Critical	P1	15 min	4 hours (RCA <= 4 days)
High	P2	15 min	2 days

Medium	P3	1 hour	7 days
Low	P4	1 hour	Sprint Availability

2.6 Definitions for Severity:

P1: Service Disruption and major financial impact
P2: Impact to a limited set of customers
P3: Data request, impact to 1-2 users, Information or any other trivial request
P4: General Enquiries

2.7 Escalation Matrix

An email should be sent to the below email address for escalation of issues

support.escalation@matchmove.com (DL containing CSM head/Support Manager/CTO)

SECTION 5: PLATFORM SERVICE SPECIFICATIONS

The MatchMove Services consists of the following:
1. Feature Set
2. Authorized Administrator Applications
3. Infrastructure, Servers and Bandwidth

1. Feature Set

For access to the MatchMove Services, the Partner will receive a MatchMove Enterprise Development tool kit that has a standard set of functions and procedures that allows Partner to create the certain features within their existing PC and/or mobile end user application.

The full list of available APIs and its associated feature sets in MatchMove Services are available at http://api-docs.mmvpay.com/.

In accordance with this Agreement, the Provider hereby gives the Partner the rights to utilise the specific features of the MatchMove Services, as listed in Service Schedule (Deliverables and Intended Use of MatchMove Services) in return for the financial considerations listed in Pricing Section.

New functions and features may be added by the Provider from time to time and made known to the Partner. Should the Partner choose to deploy such new functions and features, or utilise additional features not listed in the scope of Service Schedule (Deliverables and Intended Use of MatchMove Services) then parties will execute an Amendment to this Agreement with associated Charges, if any.

2. Administrative Applications

The Provider's administrative applications will allow the Partner to access backend functions and features to track end user applications and to access various standard reports. The backend administrative applications are accessible via http://api-docs.mmvpay.com

The Partner will be able to access all its relevant data via secure SQL queries and produce custom reports. Any additional reports required by the Partner from the Provider will be subject to Charges.

New functions and features may be added by Provider from time to time and made known to Partner. Should Partner choose to deploy such new functions and features then parties will execute an Amendment to this Agreement, with associated Charges.

3. Infrastructure, Servers and Bandwidth

The Partner's Program will be hosted and provisioned by the Provider securely and in compliance with PCI-DSS Level 1 version 3.1 or higher services. The Provider will make available VPN secure access for the Partner to access such services from its designated premises. The Partner will comply with PCI-DSS or other security requirements as required by the Provider to ensure integrity of the MatchMove Services.