

## Terms of Use

As of **01 October 2020**.

The API Store (defined below) and the APIs (defined below), owned and operated by **Asian Business Software Solutions Sdn. Bhd.** ("ABSS"), are provided to you under the terms and conditions of use ("Terms of Use") below.

By accessing and using the API Store and/or the APIs, you are agreeing to these Terms of Use. Please read them carefully.

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the services, software or content provided; and (iii) your acceptance and compliance with these Terms of Use.

In order to gain access and use the APIs, you will need to access the API Store, sign up to create a user account, add the details of your Application(s) (defined below) and thereafter, subscribe to the APIs in respect of each Application.

### Part 1 - Definitions

#### 1. Definitions

In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1	"APIs" means the application program interfaces made available on the API Store which you have subscribed to, including any services, functions and features made available through such application program interfaces by or on behalf of ABSS;
1.2	"API Store" means the online platform owned and operated by ABSS to make available application program interfaces developed by ABSS and which is accessible at such location as may be prescribed by ABSS from time to time, and includes any of the features, services and functions made available through such online platform;
1.3	"Application" means the software application, website or other applications of yours which involves the use of the APIs;
1.4	"Data" means information and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided or made available through the APIs, as the case may be;
1.5	"Guidelines" means any relevant notices, instructions, guidelines and operating rules and policies which ABSS issues from time to time, which may be notified to you via the API Store or otherwise;
1.6	"Open-Source Licence" means any licence that requires, as a condition of use, modification and/or distribution of a work subject to the open source license, that such work and/or other work combined and/or distributed with such work be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge;
1.7	"Personal Data" refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which ABSS has or is likely to have access, including data in ABSS's records as may be updated from time to time. Examples of such Personal Data include the individual's name, business name, address, national registration identity card ("NRIC") number, contact number or e-mail address;
1.8	"User Materials" means any information, text, graphics, photographs and/or other materials or content submitted by you for inclusion and/or posting through the API Store;
1.9	"Client ID" refers to the unique identification number which identifies you.
1.10	"Client Secret" refers to the secret key known only to your application and ABSS' authorization server.
1.11	"Redirect URL" refers to the website or web page owns by your application.

## Part 2 - Terms Governing Your Access and Use of the API Store

### 1. Conditions for the Use of the API Store

1.1	You must comply with all Guidelines pertaining to the use of the API Store which we issue from time to time.
1.2	You must also (i) abide by all applicable laws and regulations in your use of the API Store; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity; (iii) not send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of another's computer or equipment; and (iv) not post, promote or transmit through the API Store any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

### 2. User Materials

2.1	ABSS neither endorses nor assumes any responsibility for the contents of your transmissions or communications through the API Store and you are solely responsible therefor.
2.2	You warrant and represent that you have the right and authority to submit your User Materials for inclusion and/or posting through the API Store and that your User Materials do not infringe the intellectual property rights or any other rights of any third party.
2.3	You hereby grant to ABSS a non-exclusive, world-wide royalty-free, irrevocable licence and right to host, transmit, distribute or use (which will include without limitation, the right to copy, reproduce and/or publish) the User Materials in connection with the provision of the API Store and/or APIs to you and for the purposes you have instructed or requested.

### 3. No Unauthorized Linking

3.1	You may not, without ABSS' prior written permission, insert a hyperlink to, or establish frames of, the API Store (or any part thereof, including without limitation any webpages, images, video, audio, graphics, text, code, program and/or any other material on the API Store) on any other website or webpage or "mirror" any material contained on the API Store on any other server.
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### Part 3 - Terms Governing Your Access and Use of the APIs

The following conditions apply when you subscribe to an API(s).

#### 1. Licence to Use APIs

1.1	ABSS grants to you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the APIs in the manner permitted by and subject always to these Terms of Use.
1.2	ABSS reserves all rights not granted hereunder.
1.3	For the avoidance of doubt, ABSS shall not at any time be obliged to provide any modifications to the APIs, including without limitation any updates and/or upgrades to the APIs or any new versions and/or releases of the APIs which result in new features.

#### 2. Licence Requirements and Restrictions

By accessing the APIs, you are agreed that you will:

2.1	use the APIs strictly in accordance with any relevant Guidelines;
2.2	use the APIs strictly for purposes that are permitted by any applicable laws or regulations;
2.3	where the APIs contain software or code subject to Open-Source Licences, use the APIs in accordance with the terms of the applicable Open-Source Licences, each of which shall constitute a licence solely between you and the applicable licensor of the software in question;
2.4	permit the display of, conspicuously display and/or not obscure the display of, as the context permits, any trade names, trademarks, logos, domain names and/or other attributions to ABSS' brand which are automatically generated via the use of the APIs. You agree that ABSS has the sole right and discretion to determine whether your adherence to the foregoing and/or such attributions are satisfactory;
2.5	take all necessary steps and/or precautions to ensure that the Applications (whether using the APIs or not) are not mistaken or misrepresented as being ABSS' products or services. You agree that the Applications shall at all times be made available or provided as your applications or services;
2.6	notify and obtain consent from your end users before their location data is collected, transmitted or otherwise used by any of your Applications which offer location-based services or functionality; and ensure that you either own all content used in your Application, or have obtained consent from the relevant content owners to use their content in your Application.

By accessing the APIs, you are agreed that you will not, save as otherwise permitted by ABSS via the Guidelines:

2.7	sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the APIs or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
2.8	interfere with or disrupt the APIs or the servers or networks providing the APIs or any part thereof;
2.9	reverse engineer or extract, or attempt to reverse engineer or extract, the source code from any API;
2.10	use the APIs, the Data and/or the Applications in a manner which:  (i) contravenes any applicable laws and regulations; or  (ii) promotes or facilitates any form of material or activity which ABSS deems objectionable or would subject itself to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities;
2.11	pre-fetch, cache, index or store any Data except that you may store limited amounts of Data solely for the purpose of improving the performance of your Applications due to network latency (and not for the purpose of preventing ABSS from accurately tracking usage), and only if such storage is temporary (and in no event more than 10 calendar days), is secure, does not manipulate or aggregate any part of the Data or the APIs and does not modify attribution to ABSS in any way; and
2.12	delete or alter any trade names, trademarks, logos, domain names and/or other attribution to ABSS' brand, which are provided due to the use of the APIs.
2.13	use the API to build a solution which functions substantially similar to any ABSS' products.

Any breach of the aforesaid requirements or restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.

For more information on the licence requirements or restrictions, please refer to our Guidelines.

## Part 4 - General Terms Applicable to Both the API Store and the APIs

### 1. User Account

1.1	<p>Access to and use of the APIs and/or the secure areas of the API Store are restricted to authorised users only. You may not obtain or attempt to obtain unauthorised access to the APIs or such parts of the API Store, or to any other protected information, through any means not intentionally made available by ABSS for your specific use. A breach of this provision may be an offence under the cyberlaw in Malaysia and Singapore.</p>
1.2	<p>A Client ID and Client Secret may either be: (i) determined and issued to you by ABSS; or (ii) provided by you and accepted by ABSS in ABSS' sole and absolute discretion in connection with the use and/or access of the APIs and/or API Store. ABSS may at any time in its sole and absolute discretion forthwith invalidate, suspend or terminate the user account, Client ID and/or Client Secret issued to you without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation, suspension or termination.</p> <p>You hereby agree to keep the Client ID and Client Secret confidential and shall be responsible for the security of your user account and liable for any disclosure or use (whether such use is authorised or not) of the Client ID and/or Client Secret.</p> <p>You are to notify ABSS immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Client ID and/or Client Secret has been compromised or if there has been any unauthorised use of the Client ID and/or Client Secret.</p>
1.3	<p>Any use of or access to the APIs, the Data and/or the API Store and any information, data, instructions or communications ("Communications") referable to the user account, Client ID or Client Secret issued to you (whether such access, use or Communication is authorised by you or not) shall be deemed to be (a) use or access of the APIs and/or the API Store by you and/or (b) Communications transmitted and validly issued by you.</p> <p>You shall be bound by any access, use, and/or Communications referable to the user account, Client ID or Client Secret issued to you, and you agree that ABSS shall be entitled (but not obliged) to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.</p>

### 2. Advertising

2.1	<p>ABSS may attach banners, java applets and/or such other materials to the API Store, or include advertising in the Data provided or made available to you through the APIs, for the purposes of advertising ABSS' or any third party's products and/or services. By using the APIs, you agree to display any such advertising provided or made available to you through the APIs in the form provided to you by ABSS.</p>
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### 3. Reservation of Right

3.1	<p>ABSS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the API Store, the APIs and/or the Data and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing the API Store and/or the APIs or any part or feature thereof.</p>
3.2	<p>ABSS reserves the right, but shall not be obliged to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict your access to the API Store, the APIs and/or the Data; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.</p>

#### 4. Other Applicable Terms or New Services

4.1	In addition to these Terms of Use, the use of specific aspects of the APIs and/or the API Store and/or more comprehensive or updated versions of the APIs and/or API Store may be subject to additional terms and conditions ("Additional Terms"), which will apply in full force and effect.
4.2	ABSS reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "New Services") to the API Store or the APIs. The term "API Store" or "APIs" (as the case may be) shall include New Services which are provided through the API Store or the APIs respectively at no charge or fee unless otherwise indicated.
4.3	All New Services shall be governed by these Terms of Use and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Services are provided. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the service, product and/or programme in question unless otherwise provided.

#### 5. Disclaimers

5.1	ABSS shall not be liable for any errors or delays in the APIs, the API Store or the Data, or for any actions taken in reliance thereon. You understand and agree that you will use the APIs, the API Store and/or the Data at your own discretion and risk and that you will be solely responsible for any damages that arise from your use of the APIs, the API Store and/or the Data.
5.2	ABSS is under no obligation to monitor or review discussions, messages, blogs, chats, postings, transmissions, bulletin boards, and the like on or accessible through the API Store, and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any applications or content within such locations.
5.3	Any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage and should only be accessed at your own risk.
5.4	ABSS does not and shall not be taken to endorse your Application, and you shall not do anything or permit anything to be done which implies or suggests that ABSS is in any way endorsing the use or commercialisation of your Application.

## 6. No Warranty

6.1	<p>The APIs, API Store and the Data are provided “as is” and “as available”. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE APIS, DATA, API STORE, OR ANY INFORMATION AND MATERIALS PROVIDED AT THE API STORE OR THROUGH THE APIS.</p> <p>Without prejudice to the generality of the foregoing, ABSS does not warrant: (i) the accuracy, timeliness, adequacy or completeness of the APIs, the API Store or the Data; (ii) that your use of and/or access to API Store, the Data and/or the APIs, or the operation of the API Store, the Data and/or the APIs, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the APIs, the API Store and/or Data will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that use of the API Store, APIs and/or the Data by you will not infringe rights of third parties.</p>
6.2	<p>In addition, ABSS makes no warranty regarding any applications, products or services that may be or which are purchased or obtained or any transactions entered into through the API Store.</p>
6.3	<p>You acknowledge and agree that ABSS does not warrant the security of any information transmitted by or to you using the API Store or APIs and you hereby accept the risk that any information transmitted or received using the API Store or APIs may be accessed by unauthorised third parties and/or disclosed by ABSS and by its employees or agents to third parties purporting to be you or purporting to act under your authority.</p>
6.4	<p>You will not hold ABSS or any of its employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.</p>

## 7. Data Privacy and Confidentiality

7.1	<p>In the event that ABSS handles your Personal Data, ABSS’ privacy policy explains how ABSS treats your Personal Data when you access and/or use the API Store or APIs. By accessing and using the API Store or APIs, you agree that ABSS, its related corporations (collectively, the “Asian Business Software Solutions Pte. Ltd.”), and their respective business partners and agents (collectively, the “ABSS Representatives”) can collect, use and disclose any Personal Data you provide to ABSS for purposes reasonably required by Asian Business Software Solutions Pte. Ltd. and the ABSS Representatives to enable them to provide the API Store or APIs to you.</p> <p>Such purposes are set out in a Privacy Policy, (accessible at <a href="https://financio.co/global/privacy-policy">https://financio.co/global/privacy-policy</a>), as may be updated and/or amended by ABSS from time to time, or available on request and which you have read and understood. You also further agree that Asian Business Software Solutions Pte. Ltd. and the ABSS Representatives can contact you in relation to your access and use of the API Store and APIs and for the purposes of exploring business opportunities.</p>
7.2	<p>In addition, you consent to ABSS’ systems being programmed to gather certain anonymous data to help ABSS understand how the API Store, APIs and/or Data are being used and how we can improve them. This automatically gathered data includes your computer’s IP or “Internet Protocol” address, statistics about how you navigate through the API Store, APIs and/or Data, and information provided through the use of “cookies”.</p>

## 8. Limitation of Liability

8.1	<p>ABSS shall in no event nor for any reason whatsoever be liable, even if ABSS has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with (i) any access, use or the inability to access or use the API Store, APIs or Data; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; (iii) any use of or access to any other website or webpage linked to the API Store or provided through the APIs; (iv) any services, products, information, data, software or other material made available, obtained or downloaded from the API Store or APIs or from any other website or webpage linked to the API Store and/or APIs or from any other party referred by the API Store and/or APIs, or through the use of the API Store and/or APIs, or (v) your use or misuse of the API Store, the Data and/or the APIs.</p> <p>In no event shall ABSS be liable to you, or any other party for: (a) amounts due from other users of the API Store or APIs in connection with the purchase of any products/services; (b) damages arising in connection with the use of the APIs, the Data, or a product or service from the API Store, by you or other third party; and/or (c) sales, customs and/or import or export taxes.</p>
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## 9. Indemnities

9.1	<p>You agree to indemnify and hold harmless ABSS and its related corporations, and any of their directors, agents, employees and licensors, from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) arising out of or relating to:</p> <ul style="list-style-type: none"><li>a). your use of the API Store, APIs or Data;</li><li>b). your Application; or</li><li>c). your User Materials.</li></ul>
9.2	<p>You will cooperate fully in the defence of any allegation or third-party legal proceeding. ABSS reserves the right to assume the exclusive control and defence of any indemnified matter under this Clause 9 "Indemnities".</p>

## 10. Intellectual Property

10.1	<p>All copyright and other intellectual property and proprietary rights in the API Store, APIs and Data belong to ABSS or its licensors unless otherwise indicated. You may access the API Store, APIs and Data provided that you also retain all copyright and other proprietary notices contained therein. You may not, however, copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Data without ABSS' prior written permission.</p> <p>The trademarks, logos, and service marks (collectively the "<b>Trademarks</b>") displayed on the API Store and/or through the APIs are registered and unregistered Trademarks of ABSS or where applicable, other third-party proprietors.</p> <p>No right or licence is given to any party accessing the API Store or the APIs to reproduce or use any such Trademarks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to the APIs or Data in whatever form or medium (collectively "Derivative Works"), are made, created, developed, or acquired by you (whether or not authorised under these Terms of Use or whether or not permitted by ABSS), all rights, title and interest (including intellectual property rights) in all countries of the world, whether vested, contingent or future, in and to such Derivative Works shall belong exclusively to ABSS.</p>
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## 11. Transactions with Third Parties

11.1	<p>Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, ABSS is a party to any transaction between you and such third party or that ABSS endorses, sponsors, certifies, or is involved in the provision of such services, products, applications or programmes accessible at the API Store or through the APIs and ABSS shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party which shall be the sole responsibility of the relevant third party.</p>
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## 12. Termination

12.1	ABSS, in its sole discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 14 "Notices" below, terminate your right to access and/or use the APIs and/or the API Store and/or invalidate your user account and may bar access to the API Store (or any part thereof) and/or the APIs (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the terms and conditions of these Terms of Use.
12.2	You may terminate these Terms of Use by giving fourteen (14) calendar days' notice in writing to ABSS.
12.3	Upon termination of these Terms of Use for any reason whatsoever, all rights and/or licences granted to you under these Terms of Use shall immediately cease and terminate and you shall forthwith cease the access and use of the API Store and the APIs in any way whatsoever.
12.4	Termination of these Terms of Use for any reason:  a). shall not affect your obligation to make full payment of any fees payable if such fee has not already been paid; and b). shall not bring to an end your obligations or ABSS' rights under any provisions of these Terms of Use which are meant to survive the termination.
12.5	No refund  a). In the event of any termination of these Terms of Use for any reason whatsoever, you shall not be entitled to any refund of any of your payments pursuant to these Terms of Use.

## 13. Amendments to Terms of Use

13.1	<p>ABSS may impose such further terms and conditions and make such amendments to these Terms of Use as ABSS may in its discretion deem fit from time to time (including terms or amendments allowing ABSS to charge or revise fees for the use of the APIs and/or Data). ABSS will notify you of such amendments by posting the amendments on-line at the API Store or such other method of notification as may be designated by ABSS (such as via email or other forms of electronic communications), which you agree shall be sufficient notice for the purpose of this clause.</p> <p>If you do not agree to be bound by the amendments, you shall immediately cease all access and/or use of the API Store, APIs and Data. You further agree that if you continue to use and/or access the API Store, APIs and/or Data after being notified of such amendments to these Terms of Use, such use and/or access shall constitute an affirmative: (a) acknowledgement by you of these Terms of Use and its amendments; and (b) agreement by you to abide and be bound by these Terms of Use and its amendments.</p>
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## 14. Notices

14.1	Any notice or other communication in connection with these Terms of Use: (a) may be given personally, by post, facsimile or electronically if sent to the address or facsimile number then most recently notified by the recipient to the sender; (b) if given personally, will be deemed to have been received upon delivery; (c) by post, will be deemed to have been received on the second day following posting; (d) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and (e) (i) if given by us to you electronically, will be deemed to have been received upon delivery (and a delivery report received by us will be conclusive evidence of delivery even if the communication is not opened by you) and (ii) if given to us electronically, will be deemed to have been received upon being opened by us.
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## 15. Force Majeure

15.1	ABSS shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the API's or the API Store's operation, or for any inaccuracy, unreliability or unsuitability of the APIs or API Store if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of any telecommunications network operator or carriers and the acts or a party for whom ABSS is not responsible for).
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## 16. General

16.1	You may not assign your rights under these Terms of Use without our prior written consent. We may assign our rights under these Terms of Use to any third party.
16.2	These Terms of Use will bind you and us and our respective successors in title and assigns. These Terms of Use will continue to bind you notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind you to our successor entity).
16.3	If any provision of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.
16.4	No failure or delay to exercise our rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect our right to enforce our rights under these Terms of Use.
16.5	If these Terms of Use is translated into a language other than English, the English text shall prevail. These Terms of Use and our relationship is governed by and construed in accordance with your local law. You submit to the non-exclusive jurisdiction of the courts in Malaysia and Singapore.
16.6	You acknowledge and agree that ABSS' records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the APIs and/or the API Store by you or any person purporting to be the you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of the APIs or the API Store and any record of any communications, transactions, instructions or operations maintained by ABSS or by any relevant person authorised by ABSS relating to or connected with the APIs and/or API Store shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.
16.7	No person or entity who is not a party to these Terms of Use shall have any right under the contracts law in Malaysia and Singapore or other similar laws to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms of Use.
16.8	Without prejudice to the generality of Clause 16.7 above, ABSS' right to vary, amend or rescind these Terms of Use in accordance with these Terms of Use may be exercised without the consent of any person or entity who is not a party to these Terms of Use.
16.9	<p>You agree and acknowledge that these Terms of Use and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by ABSS.</p> <p>Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the API Store and/or APIs shall be your sole responsibility and shall be separately obtained by you, at their own cost, from the appropriate telecommunications or internet access service provider.</p>