

TERMS AND CONDITIONS

Please read these terms and conditions carefully.

*These terms and conditions ("**Terms**") regulate your access to this website or any platform provided by us ("**Platform**"). In addition to these Terms, your access and use of the Platform is also governed by our Privacy Policy and any applicable agreement signed in relation to any financing offered under the Platform. By using our Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please immediately discontinue your access to this website.*

The information, material, functions and content provided in the pages of the website may be changed from time to time at our absolute discretion. It is your duty to continuously check the Platform for any changes to the Terms. Your continued access or use of the Platform and/or the services provided herein subsequent to any such change will be deemed as your acceptance to those changes.

"we", "us" or "our" refer to Orpheus Capital Sdn Bhd.

"you", "your" or "yourself" refer to the visitor of our website or any other platform maintained by us or our registered customers. In case of representatives of a company who is accessing the Platform on behalf of the representatives' company, "you" or "your" or "yourself" refer to the company.

Accessing our Platform

1. You are responsible for making all arrangements necessary for you to have access to our Platform.
2. All your username, passwords and any user code or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
3. We have the right to disable any code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
4. We will not be liable if our Platform or certain content on the Platform is unavailable for any reason at any time or for any period. You agree that we shall not be liable to you or to any third party for any unavailability, modification, or discontinuance of any content.
5. You must use our Platform only for lawful purposes. You shall not use our Platform in any way that breaches any applicable laws or regulations or that has any unlawful or fraudulent purpose or effect.
6. You shall not transmit send or upload any material that contains viruses, Trojan horses, worms, spyware or any other material that is technologically harmful or adversely affect the operation of the Platform or our computers or system.

Products

7. Our online financing include Islamic factoring, Islamic contract factoring and payday loan. We may from time to time, introduce any other financing or services and you agree that by applying for such products or using such services, you will be bound by these Terms and terms and conditions governing such products or services.

Registration Requirement

8. To apply for any of our online financing, you will be prompted to complete the registration process.
9. In the course of your registration, you will be required to upload certain information on our Platform. We may collect and use such information in accordance with our Privacy Policy.
10. We will review all such registration and documents uploaded by you on our Platform in accordance with our internal policy.
11. We can reject your registration or deny or limit your access to our website or your account, without providing any reason for such rejection, denial or limitation.

Financing Application

12. You will upload the relevant information required for your financing application and procure your client's consent in uploading their personal data or otherwise (where applicable) prior to uploading their information on the Platform.
13. You agree and acknowledge that any information pertaining to your financing application(s) uploaded to the Platform will be reviewed, assessed and processed by us. We will determine whether your financing application is successful or rejected.
14. If we approve your financing application, we will send you an automated email with the key terms and conditions of the financing facility offered to you and will request you to indicate your acceptance of such key terms and conditions.
15. Upon your acceptance of the key terms and conditions within the duration stipulated in our email, another email will be sent to you enclosing the financing agreement for your execution.
16. You agree that your financing application(s), our approval of your financing application(s), the provision of key terms and conditions by us via email to you and your acceptance of our key terms and conditions via email to us, shall not constitute formation of a contract between you and us. A contract will be formed between you and us only upon execution of the financing agreement and financing will be disbursed in accordance with the provision of the financing agreement.
17. We may require your clarification or input on any information during our review, assessment or processing of your financing application(s), invoices, receivables and the paymaster and you agree to co-operate and timely provide to us any clarification and information requested by us.

Service Fees and Payment to Us

18. You agree to pay to us (or we may deduct the same from any payment to be made to you at any time) the service fees together with any other amounts due by you to us in accordance with the terms and conditions of your specific financing facility.
19. All service fees are quoted inclusive of other applicable service tax or other charges, where applicable.

Consent for checks and verifications

20. As part of our internal process, we will make credit, anti-money laundering and other due diligence checks on you, the director and company secretary.
21. You permit us to undertake such checks on you, your director and company secretary or any other persons whose information you have uploaded on our Platform.

Intellectual Property Rights.

22. The Platform may include text, pictures, videos and content that may have information that is protected by applicable intellectual property and other laws.
23. We and/or our licensors are the owner of these rights, title and interest.
24. You may not print, display or otherwise make copies of any such content without our express prior permissions.

Linking

25. The Platform may be linked with or the Platform may provide links, to other websites and online resources. We are not responsible for such external sites or resources. Your use of third party websites and resources is at your own risk.

Privacy Policy

26. You agree that your information and other person's information (whose personal data is provided to us by you) shall be collected, recorded, held, used, disclosed and stored in accordance with our Privacy Policy.
27. We may supply such information in our possession relating to your affairs (including your financial and other obligations to us) and the receivables purchased by us to any of your bankers, auditors or any guarantor/indemnifier of your obligations in accordance with our Privacy Policy.

Termination

28. We will determine, in our discretion, whether there has been a breach of these Terms. When a breach of these Terms has occurred, we may take such action as we deem appropriate including restricting your access to or use of the Platform or termination of the financing agreement.

Indemnification

29. You agree to indemnify and hold us, our affiliates, employees and agents harmless from any claim or demand made by any third party, whether actual or alleged that arise out of or in connection with your use of the Platform or your violation of any terms and conditions of these Terms.

Documents

30. You confirm that all documents or information uploaded by you on the Platform or provided to us throughout the use or access of Platform or the tenure of your financing, are true, accurate, complete, up-to-date and does not contain any false or misleading information or statement.

Severability

31. If any term in these Terms is or becomes invalid, illegal or unenforceable in any respect under the applicable laws, the validity, legality and enforceability of other terms shall not be affected or impaired in any way.

Right to enforce

32. No person other than you or us will have any right to enforce any term of the Agreement.

Notices

33. All notices or other communication by us in relation to your financing application(s) and financing agreement(s) will be given via email to your last known email address in our record and is deemed to be received by you when despatched.

34. Notwithstanding the above, any notice or other communication may also be given by registered post, by hand or by publishing on our Platform.

Governing Law

35. These Terms shall be construed and take effect in accordance with the laws of Malaysia.

36. You hereby submit to the jurisdiction of the courts of Malaysia without prejudice to our right to bring proceedings in the courts of any country in which you carry on business.

Assignment

37. We may assign or transfer all or any part of our rights and/or obligations under these Terms and/or the agreements in relation to your financing facility.

Entire Agreement

38. These Terms, together with our Privacy Policy and the agreements in relation to your financing facility, contain all the terms and conditions agreed between you and us and shall supersede all previous agreements between you and us.

39. You warrant to us that you have not relied on any commitment, representation or warranty in entering into the transaction documents in relation to your financing facility. Nothing in this paragraph shall limit or exclude any liability for fraud.

40. If we have been introduced to you by a third party we have no responsibility for their actions even though we may pay them a commission for the introduction.

[End of Terms]