

## **MYKAPITAL REFUND POLICY**

### **1. ELIGIBILITY AND APPLICATION FOR REFUNDS**

- (a) Subject to the terms and conditions in this refund policy (“**Refund Policy**”), the users of this Platform (as hereinafter defined) (“**User**” or “**Users**”) may request a refund of fees paid by the Users to the MyKapital platform (“**Platform**”) for the purpose of subscribing to an interest unit in an available scheme that is being displayed or featured in the Platform (“**Interest Scheme**”).
- (b) A refund may only be requested where:
  - (i) the User decides to withdraw from the subscribed Interest Scheme within the stipulated cooling-off period; or
  - (ii) the management company of the Interest Scheme (“**Management Company**”) rejects the subscription application of the User.

### **2. TIMELINE FOR WITHDRAWAL**

Users are only allowed to withdraw their application for the subscription to the Interest Scheme within the cooling-off period, as stipulated by the Management Company by submitting a withdrawal notice. Users should be aware that the cooling-off period may vary, given that each Management Company may establish different timelines for withdrawal.

### **3. WITHDRAWAL BY THE USER**

- (a) **Refund of Subscription Fee:** If the User withdraws the application for the subscription to the Interest Scheme, the full subscription fee will be refunded to the User within fourteen (14) days from the date of the User’s withdrawal notice.
- (b) **Refund of Administrative Fees:** Any administrative fees applied at the time of subscription are strictly non-refundable.

### **4. REJECTION OF APPLICATION**

- (a) **Refund of Subscription Fee:** If the Management Company rejects the User’s application for subscription to the Interest Scheme, the full subscription fee will be refunded to the User within fourteen (14) days from the date of the rejection notice issued by the Management Company.
- (b) **Refund of Administrative Fees:** Any administrative fees charged at the time of subscription will be fully refunded to the User within fourteen (14) days from the date of notice of rejection issued by the Management Company.

### **5. TRANSFER OF INTEREST UNITS**

- (a) Users who wish to transfer his/her interest units to any other person but subsequently withdraw his/her transfer application before the completion of such transfer, the transfer fee is strictly non-refundable.
- (b) If the Management Company rejects the User's transfer application, the transfer fee will be fully refunded within fourteen (14) days from the date of the rejection notice issued by the Management Company.

## **6. POLICY CHANGES**

The Platform reserves the right to update and modify the Refund Policy at its sole discretion at any time. In the event of any update and modification, the Platform will notify Users of the Platform by revising the "Last Updated" date on this Refund Policy. By using this Platform, Users acknowledge and waive any right to receive specific notice of each such change. It is the User's responsibility to periodically review the Refund Policy to stay informed of updates or changes that may impact the User.

## **7. EXCEPTIONS TO THE REFUND POLICY**

Refunds may not be granted under certain circumstances, to the extent permitted under the applicable law, where the User has violated and/or failed to comply with the Platform's Terms and Conditions or any other applicable policies.

## **8. GENERAL**

- (a) The Platform's liability under this Refund Policy shall be limited to the amount of fees paid by the User. The Platform shall not be liable for any indirect, incidental, or consequential damages arising from or related to this Refund Policy.
- (b) In the event any of the provisions contained in this Refund Policy is found to be invalid, illegal, void or unenforceable, that provision is to be deemed severed from this Refund Policy and shall not affect the validity and enforceability of the remainder of the terms and conditions set forth herein. This Clause shall apply only within the jurisdiction where a particular term is illegal.
- (c) No failure on the part of any party to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Refund Policy preclude any other or further exercise of it.
- (d) The Users agree that the provisions contained in this Refund Policy and other terms and conditions as may be formulated by the Platform from time to time shall constitute the entire agreement between the Platform and the User in respect of the subject matter herein and supersede all previous memoranda, expectations, understandings, communications, representations and agreements whether oral or written between them in respect of the subject matter hereof.

- (e) This Refund Policy shall be governed by and construed in accordance with the laws of Malaysia.
- (f) For any questions or require further clarification regarding this Refund Policy, Users may contact the Platform via email at [hello@mykapital.my](mailto:hello@mykapital.my). The Platform will review all inquiries and respond as soon as possible.

*Last updated: This Refund Policy was last updated on 2/11/2024.*