

MyKAPITAL TERMS OF USE

- (A) These TERMS OF USE (the “**Terms of Use**”) shall apply to all Users of the Platform.
- (B) The Terms of Use contain the terms and conditions that govern the Users’ access to and use of the Platform and is an agreement between the Platform Operator and the Users.
- (C) All Users must read, agree and accept all the terms and conditions contained or expressly referenced in the Terms of Use. The Platform will only be made available to the Users if they accept all of these terms. By accessing, using, or continue to access and use the Platform, the User signifies that they have read, understood, and agreed to be bound by all of these Terms of Use regardless of whether the User is a registered user of the Platform. If the Users do not agree with these Terms of Use, then they are strictly prohibited from using the Platform.
- (D) If the User breaches or violates any of these Terms of Use (which include the Platform Operator’s Privacy Policy, available on the Platform), or otherwise violate any agreement between the User and the Platform Operator, or the Platform Operator believes or has reason to believe that there is a breach or possible breach of these Terms of Use by the User or any agreement between the User and the Platform Operator, or any agreement between the Platform Operator (including its related companies) and third parties, the Platform Operator may terminate the User’s account, delete the User’s profile and any content or information that the User has posted on the Platform and/or prohibit the User from using or accessing the Platform (or any portion, aspect or feature thereof), at any time in its sole discretion, with or without notice.
- (E) The Platform Operator reserves the right to update and change these Terms of Use at the Platform Operator’s sole discretion. The Platform Operator will alert the User of any changes by updating the “Last Updated” date of these Terms of Use, and User waive any right to receive specific notice of each such change. It is the User’s responsibility to periodically review these Terms of Use to stay informed of updates or changes that may impact the User. The User’s use of the Platform after such changes are implemented constitutes the User’s acknowledgment and acceptance of the changes. If the Users do not accept such amendments, the Users must cease using the Platform.

1. DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words shall have the following meanings assigned to it:

“Business Days”	means a day (other than a Saturday, Sunday and public holidays) on which banks are open for general business in Kuala Lumpur;
“CCM”	means the Companies Commission of Malaysia established under the Companies Commission of Malaysia Act 2001;
“Content”	has the meaning assigned to it under paragraph 5.1 of this Terms of Use;
“Disclosure”	has the meaning assigned to it under paragraph 10.3 of this Terms of Use;
“Interest”	means all or any of the interest unit of an Interest Scheme;
“Interest Scheme”	means the interest scheme approved and registered with CCM in accordance with the Interest Schemes Act 2016 and is being displayed or featured in the Platform, and “Interest Schemes” means any two or more of them;
“Management Company”	means the company incorporated in Malaysia who has obtained the approval from the CCM to offer Interest under the Interest Schemes Act 2016 and has agreed to engage the services of the Platform Operator to display or feature its Interest Scheme on the Platform and to facilitate the Transactions;
“Mark”	has the meaning assigned to it under paragraph 5.1 of this Terms of Use;
“Platform”	means the platform known as MyKapital and can be accessed at www.mykapital.com.my and any subdomain thereof operated by the Platform Operator to facilitate, among others, the sale, purchase, subscription, hold, transfer, payment, distribute yields, or buyback of the Interest offered by the Management Company and any other related services;

“Platform Operator”	means MyKapital Sdn Bhd (Registration No.: 202401026022 (1571871-M), being the owner and operator of the Platform;
“Privacy Policy”	means the privacy policy made available on the Platform;
“Prospectus”	means the prospectus or the product disclosure statement in respect of an Interest Scheme, registered and lodged with the CCM in accordance with the Interest Schemes Act 2016;
“Registration Data”	has the meaning assigned to it under paragraph 7.1(a) of this Terms of Use;
“Registered User”	means any User who has created or registered an account on the Platform;
“Subscriber”	means a Registered User who has subscribed any Interest of an Interest Scheme through the Platform, and “Subscribers” means any two or more of them;
“Third-Party Websites”	has the meaning assigned to it under paragraph 6.1 of this Terms of Use;
“Third-Party Content”	has the meaning assigned to it under paragraph 6.1 of this Terms of Use;
“Transactions”	means any of the transactions involving the sale, purchase, payment, hold, subscription, transfer or buyback of the Interest and including distribution of yields from the Interest;
“User”	means any person who browses, visits, access and/or uses the Platform, whether active, semi-active or inactive user, and includes the Management Company and the Subscriber, and “Users” means any two or more of them;

- 1.2 Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified, amended, replaced or re-enacted whether before, on or after the date of these Terms of use. Any reference to any “law” shall include common law applicable in Malaysia and the provisions of statutes, regulations, orders and other subsidiary legislation issued pursuant to such statute, as

well as directions, guidelines and circulars issued by any regulatory authority pursuant to any authority granted by any such statute.

- 1.3 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural and vice versa, references to a particular gender shall include all genders, and references to natural persons shall include body corporate and vice versa.
- 1.4 Any reference to a “**day**”, “**week**”, “**month**” or “**year**” is to that day, week, month or year in accordance with the Gregorian calendar.
- 1.5 The headings are inserted for convenience only and shall not affect the construction of these Terms of Use.
- 1.6 The expression “Platform Operator” and “User” shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- 1.7 Where a word or phrase is given a defined meaning in these Terms of Use, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.
- 1.8 Any reference to “**these Terms of Use**” is a reference to these Terms of Use and any written amendments, supplementals or novation of these Terms of Use from time to time, and includes a reference to any document which amends, waives, is supplemental to or novates the terms of these Terms of Use.
- 1.9 Any reference to “**writing**”, or cognate expressions, includes any communication effected via the Platform, electronic mail, telex, cable, facsimile transmission or other comparable means but shall not include short messaging services, instant messaging services.
- 1.10 Any reference to “person” includes individual, partnership, association, company or corporation.
- 1.11 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.
- 1.12 No rule of construction applies to the disadvantage of a party because the party was responsible for the preparation of these Terms of Use or any part of it.
- 1.13 All transactions and payments must be completed and cleared or received during the normal business hours of the Platform Operator (09.00 to one 6.00 local time in Kuala Lumpur). Where a transaction is not confirmed before the close of business hours on one Business Day then that transaction will be confirmed and deemed to have become final

and binding at the opening of business hours on the next Business Days.

2. ELIGIBILITY

2.1 This Platform is intended solely for the Users:

- (a) in the case of Users that is an individual, who are of full age and of sound mind, and any registration by, use of or access to the Platform by anyone under 18 years of age is void, unauthorised, unlicensed and in violation of these Terms of Use. By using the Platform, the User represents and warrants that the User is of full age and of sound mind, and that the User agrees to and to abide by all of the Terms of Use herein; and
- (b) in the case of Users that is a corporate, who are authorised representatives of the corporate entity, the User represents that the corporate entity that it is representing is a legal entity duly incorporated in accordance with the laws of the place of its incorporation, and have full power, authority and legal right to use and access the Platform, and the User agrees to and abide by all the Terms of Use herein.

2.2 Some parts of the Platform that relate to the making subscription of Interest Scheme are available only to the Registered User of the Platform. Such parts of our Platform may thus not be available to all Users.

3. SERVICES OF THE PLATFORM OPERATOR

3.1 Platform Operator is providing services limited to displaying and featuring the Interest Scheme on the Platform, facilitating the Transactions and other related services.

3.2 The Platform Operator does not provide any advice (including but not limited to investment, legal, taxation or other advice) with respect to any aspect of the Transactions conducted through the Platform, other than advice on the technical use of the Platform. Nothing on the Platform or any communications sent to the Users shall constitute or is intended to constitute advice.

3.3 Project overviews in relation to an Interest Scheme featured on the Platform contain summaries of the Interest Scheme and business of the Management Company. Such details are intended for informational purposes only and are not intended to be complete, and each is qualified in its entirety by reference to the more detailed information contained in the Prospectus relating to such Interest Scheme.

3.4 The Platform Operator, by allowing a Management Company to display or feature its Interest Scheme on the Platform, makes no representation and warranty on the credit

worthiness of the Management Company and viability of any Interest Scheme. The Platform Operator also makes no representation or warranty as to the truthfulness, accuracy and completeness of all information and documents about the Management Company, the Interest Scheme and the Prospectus on the Platform. Potential subscriber of an Interest Scheme shall consult with their own professional tax, legal and financial advisors before making any subscriptions of these Interest Schemes.

- 3.5 The Platform Operator does not play any role in the operation, control or monitoring of any Interest Schemes on the Platform and it is not under any obligations or duties to ensure that the Management Company or any other party to the Interest Scheme to fulfil its obligations or duty under the Interest Scheme (including but not limited to distribution of yields or buying back of Interest). The Platform Operator does not owe any obligations to the Subscriber on any matters relating to an Interest Scheme and shall not be held liable for any non-fulfilment or failure to meet any obligations by the Management Company under the relevant Interest Scheme.

4. RESTRICTIONS

- 4.1 The User represents, warrants and agrees to use the Platform only for purposes that are legal, proper and in accordance with these Terms of Use and any applicable law, rules or regulations. The User is prohibited from any of the following conduct:
- (a) infringes or violates the intellectual property rights or other proprietary rights of the Platform Operator relating to the Platform;
 - (b) violates the security or integrity of any network, computer or communications system, software application, or network or computing device (e.g., Users must not distribute viruses, trojans, worms, or other malware);
 - (c) places an unreasonable load on the Platform's infrastructure or systems, or otherwise interferes with the proper working of the Platform;
 - (d) use the Platform in any manner that could damage, disable, overburden, or impair the Platform, or interfere with any other party's use and enjoyment of the Platform;
 - (e) attempt to gain unauthorised access to the Platform, or the computer systems or networks connected to the Platform through hacking, password mining or any other means;
 - (f) run any form of auto-responder or "spam" on the Platform;
 - (g) "crawls," "scrapes," or "spiders" any page, data, or other portion of the Platform (through manual or automated means), including to engage in the practices of

“screen scraping”, “database scraping” or any other activity with the purpose of obtaining content or other information;

- (h) download any file posted by another User that the User knows, or reasonably should know, cannot be legally distributed in such manner;
- (i) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;
- (j) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform;
- (k) share or disclose with anyone any information intended to be of confidential nature obtained through the Platform about any Interest Schemes or any Users;
- (l) share or disclose with anyone any information about another individual, including another person's address, phone number, e-mail address, credit card number or any information obtained from the Platform that may be used to track, contact or impersonate that individual;
- (m) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (n) create user accounts by automated means or under false or fraudulent pretences;
- (o) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature to or through the Platform;
- (p) upload, post, email or transmit, or otherwise make available through the Platform any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or these Terms of Use;
- (q) upload, post, email or transmit, or otherwise make available through the Platform any inappropriate, defamatory, infringing, obscene, or unlawful content;
- (r) upload, post, email or transmit, or otherwise make available through the Platform any content that infringes any patent, trademark, copyright, trade secret or other intellectual or proprietary right of any person, unless the User is the owner of such rights or have the permission of the owner to post such content;
- (s) contact any Management Company or Subscribers or other parties involved in the Transactions posted on the Platform directly or to attempt to enter into any such

transaction with such persons or entities outside of the Platform;

- (t) submit content that falsely expresses or implies that such content is sponsored or endorsed by the Platform Operator, any of its affiliates or any third parties;
- (u) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or collect information about its Users for any unauthorised purpose;
- (v) promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; and
- (w) use the Platform for any illegal or unauthorised purpose (including, without limitation, in violation of any Malaysian laws or regulations, any anti-money laundering laws, or self-regulatory organization's rules or regulations, or equivalent laws or regulations in foreign jurisdictions).

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Unless otherwise indicated, the Platform is the Platform Operator's proprietary property and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on the Platform (collectively, "**Content**") and trademarks, service marks and logos contained therein ("**Marks**") are owned, controlled solely and exclusively by the Platform Operator or licensed to the Platform Operator, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in the jurisdiction where the Platform Operator is incorporated, foreign jurisdictions and international conventions. All such rights are reserved.
- 5.2 Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the express prior written permission of the Platform Operator. Any use of the Platform or the Content other than as specifically authorised herein, without the prior written permission of the Platform Operator, is strictly prohibited and will terminate the license granted herein. Such unauthorised use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. This license is revocable by the Platform Operator at any time without notice and with or without cause.
- 5.3 The User understands that the Platform Operator owns the Content and is the sole and exclusive owner of all right, title and interest in and to any suggestions, ideas, enhancement requests, feedback, or information provided by the User or any other party relating to the Content and has no obligation to compensate the User for any of the

foregoing. The User agrees not to modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, or otherwise exploit any of the Content.

- 5.4 If the User is eligible for the use of the Platform, the User is granted a limited, non-exclusive, non-transferable and revocable license to access and use the Platform and to download or print a copy of any portion of the Content solely for the User's personal use (and not for commercial use), provided that the User shall keep such portions confidential and all copyright or other proprietary notices intact.

6. THIRD-PARTY WEBSITES

- 6.1 The Platform may contain links to other websites ("**Third-Party Websites**") as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by the Platform Operator, and the Platform Operator is not responsible for any Third-Party Websites accessed through the Platform, or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. The access and use of any Third-Party Websites is solely at the User's own risk. The inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval, endorsement, an affiliation, sponsorship, investigation, verification or monitoring by the Platform Operator.
- 6.2 If the User decides to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, the User do so at its own risk and the User should be aware of these Terms of Use no longer govern. The User should review the applicable terms and policies, including privacy and data gathering practices, of any website to which the User navigates from the Platform or relating to any applications the User use or install from the Platform.
- 6.3 Any purchases the User make through Third-Party Websites will be through other websites and from other companies, and the Platform Operator takes no responsibility whatsoever in relation to such purchases which are exclusively between the User and the applicable third party. The User agrees and acknowledges that the Platform Operator does not endorse the products and services offered on Third-Party Websites and the User should hold the Platform Operator harmless from any harm or liability caused by the User's purchase of such products and services. Additionally, the User should hold the Platform Operator harmless from any losses sustained by the User or harm caused to the User

relating to resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

7. PLATFORM ACCOUNT

7.1 In consideration of the use of the Platform by the User, the User hereby agrees to the following:

- (a) provide true, accurate, current and complete information about the User as may be prompted by any registration forms on the Platform ("**Registration Data**") or upon request by the Platform Operator;
- (b) keep the Platform Operator informed of any change in the User's e-mail address, home mailing address, telephone number and other information that has been provided to the Platform Operator so that the Platform Operator can maintain communications with the User;
- (c) maintain and safeguard the security of the User's login details to login and access the Platform;
- (d) not to misuse the Platform to the detriment of the Platform Operator and the Platform;
- (e) ensure that only the User and the User's authorised agents shall have access to the Platform using the User's login details;
- (f) maintain and promptly update the Registration Data, and any other information the User provides to the Platform Operator, to keep it accurate, current and complete;
- (g) be fully responsible for all use of the User's account and for any actions that take place using the User's account; and
- (h) not to create more than one User account on the Platform or use or access any User other than the User's own account.

7.2 Any access to the Platform by using the User's IP address or account shall be deemed to have been made by the User. The User shall be responsible for all information and activities carried out on the Platform by anyone using the User's IP address or account. The User shall immediately notify the Platform Operator in writing of any breach of security, loss, theft or unauthorised use of the IP address or account of the User.

7.3 The User shall only use and access the Platform for the purposes contemplated by these Terms of Use and for no other purposes, and the User hereby agrees not to adapt or

circumvent the systems in place in connection with the Platform, nor access the Platform for any unauthorised, malicious, illegal or fraudulent purpose. The Platform Operator reserves the right at its sole discretion not to act on any instructions received from the User where the Platform Operator in its reasonable opinion, suspects any unauthorised, malicious, illegal or fraudulent activity.

- 7.4 The Platform Operator reserves the right at its sole discretion, at any time and from time to time, to prevent, stop and/or disallow by any means, any User to continue using the Platform without assigning any reason whatsoever, and/or to revoke the registration status and deactivate the account of the User from the Platform.
- 7.5 The revocation of the status of the User under these Terms of Use shall not result in a termination of any contract or other agreement to which the User is a party at that time.

8. FEES AND PAYMENT

- 8.1 The Platform is entitled to charge the Registered User an administration fee when a Registered User enter its information, complete or execute any forms or documents (either physical or electronic) on the Platform that is required for the purposes of purchasing, subscribing, selling, transferring, or buying back of any of the Interest.
- 8.2 Any payment made by the Subscriber on the Platform will be done through FPX online payment or a designated third-party payment gateway facilitate. Any yield distributed by the Management Company will be credited into the bank account of the Subscriber which the Subscriber had provided to the Platform.

9. CONFIDENTIAL INFORMATION

- 9.1 If the User receives or otherwise obtains information from the Platform Operator, the Platform or other Users with respect to any Interest Scheme on the Platform, the User shall not further disclose or otherwise provide such information to any other party in any manner that allows a personal identification of such transaction or any specific information with respect thereto.
- 9.2 By using and accessing the Platform, the User is entrusted with and shall keep confidential an information the User receives or otherwise obtains from the Platform, including but not limited to an information with respect to any Users, Interest Scheme on the Platform, and the User agrees to keep all confidential information the User learned about from the Platform private and confidential.
- 9.3 The User acknowledges that the Platform Operator makes no representation or warranty, express or implied, as to the accuracy or completeness of the information provided on the

Platform. The User agrees that the Platform Operator shall not have any liability to the User relating to or resulting from the use of such information. In furtherance of the foregoing, the User hereby releases the Platform Operator from any and all liabilities to the User regardless of when such liabilities may arise.

- 9.4 The User agrees not to pursue or engage in any transaction involving any part of any Interest Scheme disclosed to the User on the Platform or through the information disclosed to the User, or to contact directly or indirectly any person or entity learned from the Platform or revealed by the information provided for an Interest Scheme, without the Platform Operator's prior written consent and participation in such transaction or contact. The User may contact such persons or entities in the ordinary course of business unrelated to the prospective investment or other transaction disclosed on the Platform.
- 9.5 The User shall be responsible for any losses caused to the Platform Operator and any other Users by any use of the User's account or violations of these confidentiality terms, both unauthorised and authorised. The User acknowledges and agrees that to access certain Content on the Platform, the User may be required to register with the Platform and agree to keep such information confidential. To the extent the User elects to not review such confidential information and documents about any Interest Schemes, then the User acknowledges and agrees that the User assumes the risk that such additional information may be relevant to the User's decision to subscribe in a particular Interest Scheme and the User knowingly accepts the risks of not reviewing such information. The User agrees that the Platform Operator, at its sole discretion and to the extent permitted by law, may access, read, preserve and disclose the User's account information and usage history in order to:
- (a) comply with any applicable law, regulation, legal process, or governmental request;
 - (b) enforce these Terms of Use or any other terms and conditions made available on the Platform (including, without limitation the acceptance of these confidentiality terms) and investigate potential violations thereof;
 - (c) detect, prevent, or otherwise address fraud, security, or technical issues;
 - (d) respond to the User's requests for customer service; or
 - (e) protect the rights, property, or personal safety of the Platform Operator, its Users, or the public.

10. ELECTRONIC TRANSACTIONS AND DISCLOSURES CONSENTS

- 10.1 As the Platform Operator operates largely on the Internet, the User shall consent to transact business with the Platform Operator online and electronically.

- 10.2 The Platform Operator or its affiliate (or a third-party service provider or escrow provider that the Platform Operator may retain) may receive payments, and makes all disbursements, through certified check, online transfer or electronic funds transfers using the bank (or other financial institution) account information provided by the User. The User shall authorize such bank or other financial account to pay any value of the Interest the User agrees to subscribe and authorize the Platform Operator (or any such third-party service provider or escrow provider) to make any and all disbursements, yield distributions, to such account. The User agrees to provide the Platform Operator updated information regarding the User's bank or other account upon the Platform Operator's request and at any time that the information earlier provided is no longer valid.
- 10.3 As part of doing business with the Platform Operator, the User must also consent to the provision of certain disclosures electronically, either through the Platform or to the email address provided by the User. By agreeing to these Terms of Use, the User agrees to receive electronically all documents, communications, notices, contracts, and agreements, schedules or information statements, arising from or relating to the User's registration as a Registered User on the Platform, any subscription of Interest the User may make, the User's use of the Platform, and the servicing of any subscription of Interest the User may make (each, a "**Disclosure**"), from the Platform Operator or any service provider the Platform Operator may use.
- 10.4 The User's consent to receive Disclosure and transact business electronically, and the Platform Operator's agreement to do so, applies to any transaction to which such Disclosure relate. The User's consent will remain in effect for so long as the User is a Registered User and, if the User is no longer a Registered User, will continue until such a time as all Disclosure relevant to transactions that occurred while the User was a Registered User have been made.
- 10.5 The User may not withdraw such consent as long as the User has any outstanding interest made through the Platform. If the User has no outstanding Interest subscribed through the Platform and wish to withdraw its consent to doing business electronically, the Platform Operator will terminate the User's Registered User account on the Platform.
- 10.6 The User also expressly consents to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from the Platform Operator, its affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that the User has provided or may provide in the future.

11. PRIVACY AND DATA

- 11.1 The Platform Operator understands the importance of confidentiality and privacy regarding Users' information. Please see the Platform's Privacy Policy for a description of how the Platform Operator may collect, use and disclose Users' information in connection with the Platform. By using the Platform, the User hereby consents to the Privacy Policy and to having the User's personal data transferred to and processed in Malaysia or outside of Malaysia.
- 11.2 The Platform Operator maintains certain data that the User transmit to the Platform for the purpose of managing the performance of the Platform, as well as data relating to the User's use of the Platform. Although the Platform Operator performs regular routine backups of data, the User is solely responsible for all data that the User transmit or that release to any activity the User have undertaken while using the Platform. The User agree that the Platform Operator shall have no liability to User for any loss or corruption of any such data, and the User hereby waive any right of action against the Platform Operator arising from any such loss or corruption of such data.

12. FORCE MAJEURE

- 12.1 The Platform Operator shall not be liable to any person and shall not be deemed to be in breach of these Terms of Use by reason of any delay in performing or failure to perform any of its obligations under these Terms of Use if the delay or failure was caused by an force majeure event.
- 12.2 Without prejudice to the generality of the foregoing provision, the force majeure events shall include but not limited to the following:
- (a) act of God, including but not limited to fires, explosions, earthquakes, drought, tidal waves and floods, or accident;
 - (b) war, threat of war, act of terrorism or threat of terrorism, sabotage, insurrection, civil disturbance or requisition;
 - (c) restrictions imposed by any law, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
 - (d) interruption of traffic, strikes, lock-outs, or other industrial actions or trade disputes (whether involving the employees of the Platform Operator or third party);
 - (e) breakdown of internet services for any reason whatsoever, save for the wilful misconduct of the Platform Operator; or

- (f) other unforeseeable circumstances beyond the control of the Platform Operator against which it would have been unreasonable for the Platform Operator to take precautions and which the Platform Operator cannot avoid even by using its best efforts.

12.3 Upon the occurrence of any force majeure events, the performance of the Platform Operator's obligations under these Terms of Use shall be suspended during that period of force majeure and the Platform Operator shall be granted an extension of time for performance equal to the period of delay.

13. ASSUMPTION OF RISKS

13.1 The User accept and acknowledge each of the following:

- (a) the Management Company's business may not proceed as planned under the Prospectus, and may fail, and that the Investors may lose all or part of his invested capital, and the Subscriber covenants that he shall not invest more money through the Platform that he can afford to lose without altering his standard of living;
- (b) the Interest Schemes which provides a financial return may impose a quota on the buyback of Interest for each year and therefore it may be highly illiquid, and the Subscriber may be unable to sell his Interest as he wishes;
- (c) there is no guarantee that the business of the Management Company will succeed or make profits;
- (d) the Subscriber understand that the Management Company is not under the control of the Platform Operator and therefore the Subscriber understand that there is a risk that the Management Company may not distribute yields (if any) to the Subscriber in accordance with the terms agreed between the User and the Management Company;
- (e) Any information provided on the Platform does not amount to a suggestion, recommendation or validation on any Interest Scheme. The User is required to conduct its own research to identify suitable Interest Scheme to meet the User's investment goal and appetite. The User should only commit its funds to which the User are able and willing to bear the risk of loss. If the user is unsure about making the subscription of any Interest, the User should seek independent financial advice before making the subscription of Interest on the Platform;
- (f) the Platform Operator is not a financial advisor nor do the Platform Operator provide any advice, recommendation to the User on any Interest Scheme. The

Platform operator merely providing a platform matching the User and the Management Company;

- (g) The Subscriber is solely responsible for determining what, if any, taxes apply to the yields (if any) received as a result of the subscription of Interest by the Subscriber. The Platform Operator is not responsible for determining the taxes that apply to the yields (if any) received from the Interest Scheme on the Platform; and
 - (h) The User expressly understand and agree that the User's access to and use of the Platform are at the User's sole risk, and that the Platform is provided to the User on an "as is" and "as available" basis without warranties of any kind, whether express or implied.
- 13.2 The User hereby acknowledges and agrees that the Platform Operator shall not, at any time, be liable to the User in the event of any losses or damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered by the Subscribers as a result of subscribing on any Interest Schemes.

14. DISCLAIMERS

- 14.1 The Platform Operator is not a party to any agreement between any Subscriber and any Management Company. The Platform Operator's role is limited to providing the Platform and to facilitate the Transactions and other related services.
- 14.2 The Platform Operator cannot guarantee and do not promise any specific results relating to Interest Schemes from the use of the Platform.
- 14.3 The Platform Operator does not warrant the use of and access to the Platform will be uninterrupted, error free or free of computer viruses or computer bugs or that defects will be corrected, or give any warranty as to their functionality, accuracy or reliability. The Platform may be temporarily unavailable from time to time for maintenance or other reasons. The Platform Operator assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any User communications. The Platform Operator is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Platform or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Platform or Service.

- 14.4 Under no circumstances shall the Platform Operator be responsible for any loss or damage, including any loss or damage to any personal injury or death, resulting from anyone's use of the Platform, any Third-Party Content posted on or through the Platform or transmitted to Users, or any interactions between Users of the Platform, whether online or offline. Any Third-Party Content should not be relied upon when making any decisions or taking any action of any kind.
- 14.5 The Platform Operator reserves the right to change any and all content contained in the Platform and any services offered through the Platform at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Platform Operator.

15. INDEMNITY

- 15.1 The User agrees to indemnify, defend and hold harmless the Platform Operator, its officers, agents, employees, partners, subsidiaries and affiliates from and against any and all complaints, claims, liabilities, damages (actual and consequential), losses and expenses (including legal fees) arising from or in any way related to third-party claims involving the User's access to and use of the Platform (including any actions taken by a third party using User's access to and use of the Platform) and User's violation of these Terms of Use.

16. TERMINATION

- 16.1 These Terms of Use remain in full force and effect while the User use the Platform. Without limiting any other provision of these Terms of Use, the Platform Operator shall reserve the right to, in the Platform Operator's sole discretion and without notice or liability, deny access to and use of the Platform (including blocking certain IP addresses) to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of Use or of any applicable law or regulation. The Platform Operator may terminate the User's use or participation in the Platform or delete the Registered User's account without warning, in the Platform Operator's sole discretion.
- 16.2 If Platform Operator terminates or suspends the User's account for any reason, the User is prohibited from registering and creating a new account under the User's name, a fake or a borrowed name, or the name of any third party, even if the User may be acting on behalf of the third party. In addition to terminating and suspending the User's account, the Platform Operator reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

- 16.3 Provisions that, by their nature, should survive termination of these Terms of Use shall survive termination. By way of example, all of the following will survive termination: any obligation to indemnify the Platform, disclaimers, any terms regarding ownership or intellectual property rights, and terms regarding disputes between the User and the Platform Operator.

17. MISCELLANEOUS

- 17.1 Nothing in this Terms of Use shall be construed to create a partnership, joint venture, agency or employment relationship between the parties. No party has authority to enter into agreements of any kind on behalf of the other party.
- 17.2 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 these Terms of Use preclude any other or further exercise of it.
- 17.3 No remedy conferred by any of the provisions of these Terms of Use is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties shall not constitute a waiver by such party of the right to pursue any other available remedies.
- 17.4 The Platform Operator reserves the right to amend, vary, alter, or supplement these Terms of Use from time to time. Any amendments, variations, alterations or supplements to these Terms of Use shall be effective when posted on the Platform. The User's continued use of the Platform on or after the date on which such amendments, variations and/or supplements come into effect shall be construed as the User's agreement to be bound by the amended Terms of Use.
- 17.5 The communications between the Platform Operator and the User shall be made through the Platform, or mailed, personally delivered, faxed or emailed to the recipient at the current address held in the Platform Operator's record.
- 17.6 The contact details of the Platform Operator are as follows:
- Office Address : Block D5, level 3A, Setia Walk, Persiaran
Wawasan, Pusat Bandar Puchong, 47160
Puchong, Selangor
- Attention : Manager

- 17.7 These Terms of Use shall be binding upon the respective successors-in-title and permitted assigns of the parties. The User shall not assign or transfer its rights, title, interests and benefits under these Terms of Use or any of its liabilities and obligations hereunder without the prior written consent of the Platform Operator.
- 17.8 In the event that any of these Terms of Use are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from this Terms of Use and shall not affect the validity and enforceability of the rest of the Terms of Use. This paragraph shall apply only within jurisdictions where a particular term is illegal.
- 17.9 The Parties hereby agree that the provisions contained in these Terms of Use and other terms and conditions as may be formulated by the Platform Operator from time to time shall constitute the entire agreement between the parties 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.
- 17.10 These Terms of Use and the User's use of the Platform are governed by and construed in accordance with the laws of Malaysia.
- 17.11 Any dispute, controversy, claim or difference arising out of these Terms of Use including any question regarding its existence, validity or termination which cannot be resolved within sixty (60) calendar days of such dispute first arising, shall be settled by and refer to arbitration in accordance with the with the laws and arbitration rules of the Asian International Arbitration Centre.

Last updated: These Terms of Use was last updated on 5th September 2024.