



TERMS OF USE

Version 1.2 (Last updated on 3 November 2021)

- (A) These Terms of Use (“**Terms of Use**”) shall apply to all Users of the Platform.
- (B) By accessing, using, or continuing to access and use the Platform, the User signifies that he has read, understood and agreed to be bound by these Terms of Use regardless of whether the User is a registered member of the Platform.
- (C) Please read these Terms of Use carefully before using the Platform. If the User violates any of these Terms of Use (which include pitchIN’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 membership, 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.
- (D) In addition to these Terms of Use, the User may enter into other agreements with the Platform Operator or others that will govern the User’s use of the Platform. If there is any contradiction between these Terms of Use and another agreement the User has entered into applicable to specific aspects of the services provided on the Platform, the other agreement shall govern the subject matter to which it applies to the extent of the contradiction.

1) DEFINITION AND INTERPRETATION

- a) Unless the context otherwise requires, the following words shall have the following meanings assigned to it:

“**Business Days**” means a day (excluding Saturdays, Sundays and public holidays) on which banks are open in Kuala Lumpur for the transaction of normal banking business;

“**Platform Operator**” means Pitch Platforms Sdn. Bhd. [Registration No. 201501033144 (1158464-T)], being the owner and operator of the Platform;

“**Guidelines**” means the Guidelines on Recognised Markets issued by the SC (SC-GL/6-2015(R5-2020), as may be amended from time to time, and include such other guidelines, orders, directives, by-laws, regulations and policies as may be issued from time to



time by the relevant authority in respect of equity crowdfunding in Malaysia;

“Investor”	means a person who invests in any Hosting on the Platform;
“Issuer”	means a person who has been approved by the Platform Operator to be listed on the Platform as an Issuer;
“Hosting”	in respect of a particular Hosting, means the offer of the share capital of an Issuer on the Platform for subscription by Investors;
“Offer Documents”	means the documents prepared by the Issuer setting out the relevant information of the Hosting to be circulated on the Platform and to the potential Investors;
“Platform”	means the platform at www.equity.pitchin.my and any subdomain thereof operated by the Platform Operator to provide equity crowdfunding services and any other service as may be introduced from time to time;
“SC”	means the Securities Commission of Malaysia;
“User”	means any person who browses, visits, access and/or uses the Platform, whether active, semi-active or inactive user, and includes the Issuer and the Investor, and “Users” means any two or more of them;

- b) 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. 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.
- c) 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 bodies corporate and vice versa.
- d) Any reference to a **“day”**, **“week”**, **“month”** or **“year”** is to that day, week, month or year in accordance with the Gregorian calendar.
- e) The headings are inserted for convenience only and shall not affect the construction of these Terms of Use.



- f) The expression "**Platform Operator**" and "**User**" shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- g) 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.
- h) Any reference to "**these Terms of Use**" is a reference to these Terms of Use and any written amendments, supplementals or novations 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.
- i) 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 or internet chat.
- j) Any reference to "**person**" includes individual, partnership, association, company or corporation.
- k) 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.
- l) 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.
- m) 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

- a) This Platform is intended solely for Users:
 - i) in the case of individual Users, 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
 - ii) in the case of corporate Users, who are authorized 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.



- b) Some portions of the Platform that relate to the viewing of Hostings or to making investments on the Issuers are available only to certain qualified, registered and authorised Users of the Platform. Such portions of our Platform may thus not be available to all Users.

3) LIMITATIONS OF SERVICE

- a) The services offered by the Platform Operator on the Platform are in accordance with the Guidelines and the applicable laws, rules and regulations. The Platform Operator is not a registered broker, venture capital fund, or investment advisor and does not conduct any activity that would require such registration.
- b) 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.
- c) Investment overviews on the Platform contain summaries of the purpose and principal business terms of the Hostings. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed information contained in the Offer Documents package relating to such Hosting.
- d) The Platform Operator, by allowing an Issuer to list on the Platform and to carry out the Hosting, makes no representation and warranty on the credit worthiness of the Issuers and viability of any Hostings. The Platform Operator also makes no representation and warranty as to the truthfulness, accuracy and completeness of all information and documents about the Issuers, the Hostings and the Offer Documents on the Platform. Potential Investors shall consult with their own professional tax, legal and financial advisors before making any investment on the Platform.

4) PROHIBITED CONDUCT

- a) The User 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 shall not:
 - i) 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;
 - ii) attempt to gain unauthorized access to the Platform, or the computer systems or networks connected to the Platform through hacking, password mining or any other means;
 - iii) create user accounts by automated means or under false or fraudulent pretences;
 - iv) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature to or through the Platform;



- v) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- vi) upload, post, email or transmit, or otherwise make available through the Platform any inappropriate, defamatory, infringing, obscene, or unlawful content;
- vii) 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;
- viii) 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;
- ix) run any form of auto-responder or "spam" on the Platform;
- x) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform, including to engage in the practices of "screen scraping", "database scraping" or any other activity with the purpose of obtaining content or other information;
- xi) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform, including to utilize framing techniques to enclose any content or other proprietary information, place pop-up windows over the Platform's pages, or otherwise affect the display of the Platform's pages;
- xii) download any file posted by another User that the User knows, or reasonably should know, cannot be legally distributed in such manner;
- xiii) 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;
- xiv) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform;
- xv) 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 unauthorized purpose;
- xvi) 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;
- xvii) use the Platform for any illegal or unauthorized purpose (including, without limitation, in violation of any Malaysian securities or laws or regulations, any anti-money laundering laws, or self-regulatory organization's rules or regulations, or equivalent laws or regulations in foreign jurisdictions);
- xviii) promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;



- xix) share or disclose with anyone any information intended to be of confidential nature obtained through the Platform about any Hostings or any Users;
- xx) 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; and
- xxi) contact any Issuers or Investors 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.

5) ACCOUNT SECURITY & CONTROL

- a) In consideration of the User's use of the Platform, the User agrees to:
 - i) 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;
 - ii) 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;
 - iii) maintain and safeguard the security of the User's login details to login and access the Platform;
 - iv) not to misuse the Platform to the detriment of the Platform Operator and the Platform;
 - v) ensure that only the User and the User's authorised agents shall have access to the Platform using the User's login details;
 - vi) 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;
 - vii) be fully responsible for all use of the User's account and for any actions that take place using the User's account; and
 - viii) not to create more than one User account on the Platform or use or access any User other than the User's own account.
- b) 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.
- c) 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.

- d) 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.
- e) 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.

6) PLATFORM CONTENT

- a) All content on the Platform, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement ("**Platform Content**"), are the proprietary property of the Platform Operator with all rights reserved. No Platform Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Platform Operator's prior written permission, except that, 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 Platform Content solely for the User's personal use, provided that the User shall keep such portions confidential and all copyright or other proprietary notices intact.
- b) The User shall not republish the Platform Content on any internet, intranet or extranet site or incorporate the information in any other database or compilation, and any other use of the Platform Content is strictly prohibited. Any use of the Platform or the Platform Content other than as specifically authorized herein, without the prior written permission of the Platform Operator, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. This license is revocable by us at any time without notice and with or without cause.

7) LINKED PLATFORM

- a) The Platform may contain links to third party websites ("**Linked Sites**"). These links are provided only as a convenience. The inclusion of any link is not, and shall not be construed to imply, an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by the Platform Operator of any information, materials, products, or services



contained in or accessible through any Linked Site. In no event shall the Platform Operator be responsible for the information contained on any Linked Site or the User's use of or inability to use any Linked Site. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at the User's own risk. The User's access and use of the Linked Sites are governed by the terms of use and privacy policies of such Linked Sites, and the Platform Operator encourage the User to carefully review all such terms and policies.

8) USER CONTENT

- a) The Platform may allow the User and other users to submit, post, transmit and share content with other Users. The User are solely responsible for any such content (which may include photos, profiles, messages, notes, text, information, music, video, contact information for the User or others, advertisements or other content) that the User upload, publish, provide or display (hereinafter, "**post**") on or through the Platform, or transmit to or share with other Users (collectively, the "**User Content**"). The User understands and agrees that the Platform Operator may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of the Platform Operator violates these Terms of Use or any other terms made available on the Platform, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.
- b) By posting User Content to any part of the Platform, the User automatically grants, and the User represents and warrants that the User have the right to grant, to the Platform Operator an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Platform or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. The User may remove the User's User Content from the Platform at any time. If the User chooses to remove the User's User Content, the license granted above shall continue to exist and shall not expire.
- c) The User may view personal information posted by other Users on the Platform, but the User are not authorized to disclose or otherwise use such information for any purpose other than assessing the credit/trustworthiness of such other Users.
- d) Although the Platform Operator provides rules for User's conduct and postings, the Platform Operator does not control and is not responsible for what the Users post on the Platform and is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content the User may encounter on the Platform or in connection with any User Content or content by third parties ("**Third Party Content**"). The Platform Operator is not responsible for the conduct, whether online or offline, of any User of the Platform.
- e) The Platform Operator does not guarantee the accuracy of any User Content or Third Party Content.



- f) The Platform Operator shall not be responsible or liable for the content or accuracy of any information or material downloaded or posted by the Users nor shall the Platform Operator be obliged to edit the content downloaded or posted on the Platform, however the Platform Operator shall retain the right to remove any material or posting made on the Platform at its absolute discretion.

9) CONFIDENTIALITY OF INFORMATION

- a) If the User receives or otherwise obtains information from the Platform Operator, the Platform or other Users with respect to any Hostings or investment or prospective investment activity 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.
- b) By using and accessing the Platform, the User is entrusted with and shall keep confidential any information the User receives or otherwise obtains from the Platform, including but not limited to any information with respect to any Users, Hostings, investment or prospective investment activity on the Platform, and the User agrees to keep all confidential information the User learned about from the Platform private and confidential.
- c) 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.
- d) The User agrees not to pursue or engage in any transaction involving any part of any Hostings, investment or prospective investment 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 a Hosting, investment or prospective investment, 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.
- e) 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 unauthorized and authorized. The User acknowledges and agrees that to access certain Platform 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 Hostings, investments or prospective investments, 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 invest in a particular Hosting or investment opportunity 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, usage history and submitted User Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any User Content violates the rights of third parties, including intellectual property rights; (c) 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; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to the User's requests for customer service; or (f) protect the rights, property, or personal safety of the Platform Operator, its Users, or the public.

10) CONTACT

- a) The Platform Operator may be contacted at the following contact details:

Email : equity@pitchin.my
Address : D-08-08, Menara Suezcap 1, KL Gateway, No. 2 Jalan Kerinchi, Gerbang Kerinchi Lestari, 59200 Kuala Lumpur
Telephone No. : +6012-5385899
Attention : Chief Executive Officer

11) CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

- a) Because the Platform Operator operates largely on the Internet, the User shall consent to transact business with the Platform Operator online and electronically.
- b) The Platform Operator or its affiliate (or a third-party servicer 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 amounts the User agrees to invest, and authorize the Platform Operator (or any such third-party servicer or escrow provider) to make any and all investment disbursements, 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.
- c) As part of doing business with the Platform Operator, the User must also consent to the provision of certain disclosures electronically, either via 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 an Investor on the Platform, any investments the User may make, the User's use of the Platform, and the servicing of any investment the User may make (each, a "**Disclosure**"), from the Platform Operator or any service provider the Platform Operator may use.
- d) The User's consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transaction to which such Disclosures relate. The User's



consent will remain in effect for so long as the User is a User and, if the User is no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while the User was a User have been made.

- e) The User may not withdraw such consent as long as the User has any outstanding investments made through the Platform. If the User has no outstanding investments made 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.
- f) 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.

12) DISPUTE RESOLUTION

- a) The User is solely responsible for the User's interactions with other Users. The Platform Operator reserves the right, but has no obligation, to monitor disputes between the User and other Users.
- b) In the event any dispute or difference shall arise amongst the Platform Operator and the User and/or between the Users as to the construction of these Terms or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validity or termination, such dispute or difference shall be submitted to a single arbitrator to be appointed by the parties in dispute or, failing agreement within 14 days after either party in dispute has given to the other party in dispute a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed by the Chairman for the time being of the Asian International Arbitration Centre ("AIAC") and such submission shall be a submission to arbitration in accordance with the Rules of the AIAC as presently in force by which the Parties in dispute agree to be so bound. The place of arbitration shall be Malaysia and the arbitration shall be conducted wholly in the English language.

13) PRIVACY

- a) Please review our [Privacy Policy](#). By using the Platform, the User hereby consents to our Privacy Policy and to having the User's personal data transferred to and processed in Malaysia or outside of Malaysia.

14) FORCE MAJEURE



- a) 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 if the delay or failure was caused by an event of force majeure.
- b) Without prejudice to the generality of the foregoing provision, force majeure shall include but not limited to the following:
 - i) act of God, including but not limited to fires, explosions, earthquakes, drought, tidal waves and floods, or accident;
 - ii) war, threat of war, act of terrorism or threat of terrorism, sabotage, insurrection, civil disturbance or requisition;
 - iii) restrictions imposed by any law, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
 - iv) interruption of traffic, strikes, lock-outs, or other industrial actions or trade disputes (whether involving the employees of the Platform Operator or third party);
 - v) breakdown of internet services for any reason whatsoever, save for the willful misconduct of the Platform Operator;
 - vi) 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.
- c) Upon the occurrence of any force majeure event, 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.

15) CONFLICTS OF INTEREST

- a) The Platform Operator shall use its best endeavours to ensure that its interests do not conflict with the interests of the Users. In the event a conflict of interest arises, the EC Operator shall promptly disclose such conflict to the Users, and parties shall engage in good faith discussions to resolve such matters.
- b) Pursuant to the Guidelines, the Platform Operator shall disclose on its Platform if:
 - i) it holds any controlling shares in any of the Issuers; or
 - ii) it pays any referrer or introducer, or receives payment in whatever form, including payment in the form of shares, in connection with an Issuer.
- c) In the event parties shall be unable to resolve the conflicts pursuant to Clause 16.a within 14 days from the date the conflict is disclosed to the User, Clause 13 shall apply to resolve such conflict.



16) RISK WARNINGS

- a) The Users, especially the Investors, acknowledge that they are aware of the following:
 - i) the Issuers' business may not proceed as planned under the Offer Documents, and may fail, and that the Investors may lose all or part of his invested capital, and the Investors covenants that he shall not invest more money through the Platform that he can afford to lose without altering his standard of living;
 - ii) any investment made through the Platform may be highly illiquid, and the Investors may be unable to sell his shares as he wishes;
 - iii) there is no guarantee that the business of the Issuers will succeed or make profits;
 - iv) there is no guarantee as to the payment of dividends on the shares;
 - v) the shareholding of the Investors in the Issuers may be diluted by subsequent fund raising, and the Issuers may issue other classes of shares which rank in priority over the Investor's shares;
- b) The Users hereby acknowledge and agree that the Platform Operator shall not, at any time, be liable to the Users 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 Investors as a result of investing on any Issuers.

17) COMPLAINTS

- a) In the event the User has any complaints with respect to any aspect of the Platform, the User may report it to the Platform Operator at the contact details provided in Clause 10, and the Platform Operators shall respond to the complaints within 7 Business Days upon receipt of the complaints. The Platform Operator reserves the right at its discretion to carry any investigation in accordance with its internal policies and procedures.
- b) The User shall provide any information or documents upon request by the Platform Operator in order to assist the Platform Operator in respect of its investigation in Clause 18.a.

18) DISCLAIMERS

- a) The Platform Operator is not a party to any agreement between any Investors and any Issuers. The Platform Operator's role is strictly limited to providing the Platform and to facilitate the Hostings.
- b) The Platform Operator shall not be responsible or liable for the content or accuracy of any information or material downloaded or posted by the Users nor shall the Platform Operator be obliged to edit the content downloaded or posted on the Platform, however the Platform



Operator shall retain the right to remove any material or posting made on the Platform at its absolute discretion.

- c) The Platform Operator cannot guarantee and do not promise any specific results (relating to Hostings, investments or otherwise) from the use of the Platform.
- d) 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 unauthorized 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.
- e) Under no circumstances shall the Platform Operator be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Platform, any User Content or 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 User Content or Third Party Content should not be relied upon when making any decisions or taking any action of any kind.
- f) 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.

19) INDEMNITY

- a) The User agrees to indemnify and hold the Platform Operator, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, employees and representatives, harmless from and against any loss, liability, claim, demand, damages, penalties, fines, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the User's use of the Platform, the User's conduct in connection with the Platform or with other Users of the Platform, or any violation of these Terms of Use, any other terms and conditions made available on the Platform, or of any law or the rights of any third party, any of the



User's User Content, and any Third Party Content the User post or share on or through the Platform.

20) GENERAL

- a) Nothing herein 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.
- b) 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 preclude any other or further exercise of it.
- c) No remedy conferred by any of the provisions of these Terms 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.
- d) The Platform Operator reserves the right to amend, vary and/or supplement these Terms of Use from time to time. Any amendments, variations and/or supplements to these Terms and Condition 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.
- e) 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.
- f) 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 or any of its liabilities and obligations hereunder without the prior written consent of the Platform Operator.
- g) If any provision of these Terms of Use or part thereof is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then:
 - i) such provision or part thereof shall be read down or severed only to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
 - ii) the illegality, voidness, invalidity, prohibition or unenforceability of any provision or part thereof in any jurisdiction shall not affect the legality, validity or enforceability of any other provision or of that provision in any other jurisdiction, and the remaining provisions of these Terms shall remain in full force and effect; and
 - iii) the parties shall use their respective best endeavours to negotiate and agree on a substitute provision which is valid and enforceable and achieves to the greatest extent



possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

- h) 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.
- i) These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia.