TERMS OF USE

The following terms and conditions constitute an agreement between you and **BURSA MALAYSIA RAM CAPITAL SDN. BHD. (Company No. 202201047263 (1492960-P))** ("**we**" or "**our**" or "**us**"), the operator of the website located at the domain brc.bursamalaysia.com and the mobile application (if applicable) (the "**Platform**") which offers a platform for peer-to-peer financing and a matching service between issuers and investors (who are both registered on our Platform) (collectively the "**Services**"). The term "user", "you", or "your" means any person who accesses and/or uses the Website for any reasons whatsoever and includes representatives or authorised person acting on behalf of an individual, company or entity.

These terms of use located at the Platform ("**Terms of Use**") govern your use of the Platform and the materials, functions and features offered on the Platform.

By using or otherwise accessing the Platform and/or the Services, you agree to this Terms of Use. If you do not agree with this Terms of Use, you must refrain from accessing or using the Platform and/or the Services and/or do not proceed to register a user account on the Platform. Please note that we offer the Platform and the Services "as is" and without warranties. You are required to register and authorise the use and disclosure of your information for purposes of allowing us to grant you access to the Platform and to provide the Services and as otherwise disclosed in our Personal Data Notice at bursamalaysia.com/personal_data_notice.

1. PLATFORM

The Platform and the Services allow you to participate in the financing as an issuer or investor (as the case may be).

By using the Platform and/or Services, you understand and acknowledge that the financing available on the Platform are offered by third-party issuers and funded by third-party investors. From the point at which you submit your information on the Platform, you acknowledge that we act solely as an intermediary between you and the issuer or investors (as the case may be) only. You authorise us to release the details of your application made through the Platform and/or Services to any third party including but not limited to any issuer or investor (as the case may be). The investment note issued by the issuer in consideration of the amount paid by any investor, and its terms and conditions (collectively the "**Investment Note**") will govern the relationship between the investor and issuer in respect of such Investment Note issued by the issuer as invested by the investor.

You agree to pay the fee(s) disclosed on the Platform (as applicable) for your usage of the Platform and/or the Services.

We reserve the right to suspend and/or terminate your account at any time which will result in your inability to use the Platform and/or the Services.

2. CONTENT

You acknowledge that the Content that we disclose is to the best of our knowledge or based on the information provided to us by any issuer, investor and/or third party and do not in any way whatsoever constitute an opinion or advice by us, nor is it a substitute for the same. The Content is provided solely to assist you with identifying any financing between issuers and investors on the Platform. "**Content**" means design, text, data, graphics, images, user interface, visual interface, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Platform including without limitation the Content provided in direct response to your questions or postings.

You are solely responsible for:

(1) evaluating the quality, adequacy, completeness and usefulness of all services (including the Services), Content, advice, opinions and other information obtained or accessible through the Platform; and

(2) conducting your own research and seek further professional advice at all times and obtain independent verification of the materials and information provided herein prior to using or accessing any of the Services provided to you and making any investment, business or commercial decision based on any such materials or information. You agree that your use of the Content is solely at your own risk. The Content of the Platform is provided for informative and educational purposes only and is not intended to provide investment advice of any kind, and shall not at any time be relied upon.

We may, but have no obligation to have the Content posted through the Platform and/or the Services It is important to note, however, that the timeliness, accuracy, and completeness of any or all of the Content are not guaranteed. We will not be responsible for any errors or omissions or for the results obtained from the use of such Content. Each issuer remains responsible at all times for the accuracy, completeness and correctness of the Content displayed on the Platform.

3. NO WARRANTIES IN RELATION TO THE INVESTMENT NOTE

We do not:

(1) recommend or endorse any issuer, investor and/or investment note listed in the Platform and/or the Services; and

(2) make any representations or warranties with respect to any issuer, investor and/or investment note.

We will not in any way whatsoever be liable for any cancelled or otherwise unfulfilled applications or investment note, or any loss, damage and injury resulting therefrom, or for any other losses, damages and injuries whatsoever resulting or arising from or related to the use of the Platform and/or the Services.

4. REGISTRATION

To use the Services available on the Platform, you are required to register on the Platform and create an account.

As part of the registration process, you are required, where applicable, to provide your name, company name, national registration identity card number, company number, email address, phone number and such other information and documents as may be listed on the Platform and create a password. These are your registration details for accessing the Services that are only available to users ("**Registration Details**"). You shall be solely responsible for maintaining the confidentiality and security of Registration Details at all times and must not be disclosed to anyone else. You must immediately notify us if you have reason to believe that your password has been stolen and/or compromised by sending an email to brcsupport@bursamalaysia.com.

You must be 18 years of age or over, or a validly established business operating and registered in Malaysia (as the case may be), to register with us or use the Platform and/or the Services. If you do not qualify under these Terms of Use, do not use the Platform and/or the Services. By using the Platform and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

In addition, if you are registering as an "investor", you are required to provide the necessary declarations to us in connection with the Foreign Account Tax Compliance Act ("**FATCA**") and Common Reporting Standard ("**CRS**") during the registration process. In making such declarations, it is your responsibility to obtain independent professional advice from your legal and tax advisors on your obligations and the consequences under FATCA and CRS. We do not provide any tax or legal advice to you and we are unable to advise you regarding any income tax or other tax consequences.

You acknowledge that if your personal information is found to be inaccurate, untrue, or if you fail to promptly update it, we reserve the right to take the following actions:

(1) refuse to provide the Services and/or any other services to you;
(2) terminate, suspend or partially discontinue your account(s) and/or your relationship with us;
(3) implement any other actions deemed appropriate by us, as necessary.

5. USER OBLIGATIONS

By registering for access to the Platform and/or use of the Services, you agree to comply with the following obligations:

(1) you may only use the Platform and/or the Services for lawful, personal purposes and not for any purpose that is illegal or prohibited by these Terms of Use;
(2) you are responsible for protecting the safety and security of any computer, mobile phone and/or any other equipment and/or hardware you use to access the Platform and/or the Services;
(3) you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
(4) you must not attempt to gain unauthorised access to the Platform and/or the Services, user accounts, computer systems or networks through hacking, password mining or any other means;
(5) you agree to provide current, accurate and up-to-date information about yourself as required under these Terms of Use;
(6) you agree not to post or transmit any unsolicited advertising or promotional materials or any chain messages or "spam";
(7) you will not infringe our intellectual property rights or those of any third party in relation to your use of the Platform and/or the Services;
(8) you will not post or transmit any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
(9) you will comply with all applicable laws including but not limited to those concerning the capital markets or electronic communication; and
(10) you accept that any information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the date of publication and reserve the right to update this information at any time.

Please note that any communication made by you on the Platform that may be construed as investment advice is a licensed activity and you would require a license to carry out such activities.

By using or accepting the Platform and/or Services, you acknowledge and affirm the following:

(i) if you are an investor, you have read and understood the contents herein and irrevocably agree to comply with the requirements of FATCA and CRS; and.

(ii) any misrepresentation or provision of inaccurate information by you on the Platform may lead to consequences to you in accordance with relevant laws (including FATCA, CRS and applicable Malaysian laws).

Any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. We

reserve the right to remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your access and use of the Platform and/or the Services.

6. YOUR PERSONAL INFORMATION

We collect your personal information from the registration process, your use of the Platform and/or Services or through any other activities held on the Platform. Your personal data (as defined in the Personal Data Protection Act 2010) are collected and processed in accordance with the Personal Data Notice on the Platform and you hereby consent to the processing of your personal data in accordance with the said Personal Data Notice. Further, you consent to and authorise us to report, disclose, or exchange any information and documents relating to your account(s) and/or affairs to the Inland Revenue Board Malaysia or any foreign tax authorities in compliance with any tax requirements (including, if you are an investor, FATCA and CRS) as required by applicable laws.

7. PLATFORM MAINTENANCE

It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Platform and/or the Services, which may temporarily degrade the quality of the Platform and/or the Services or result in a partial or complete outage of the Platform and/or the Services. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Platform and/or the Services.

8. CONTENT YOU POST OR SUBMIT

You may in the future, have the opportunity to submit reviews regarding your experiences on any issuer, investor or investment note featured through the Platform and/or the Services, to submit inquiries concerning possible financing needs and/or to participate in the other interactive and community features of the Platform and/or the Services (collectively "**Posted Information**"). It is important that you act responsibly when providing Posted Information and you shall at all times comply with the above section on User Obligations.

We reserve the right to investigate and take appropriate legal action against anyone who breaches this provision or the above section on User Obligations, including without limitation, removing any offending communication from the Platform and/or the Services and terminating the account of such violators or blocking your use of the Platform and/or the Services.

By posting Posted Information through the Platform and/or the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant to us and our contractors an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, distribute such Posted Information to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. We reserve the right to adjust, refuse or remove the Posted Information at our sole discretion.

9. INTELLECTUAL PROPERTY RIGHTS

Copyright and/or other intellectual property rights in the Platform and the Content (including designs, texts, graphics, logos, icons, user interfaces, visual interfaces and software) is owned or licensed by us and/or our associated companies and/or its third party licensors. You acknowledge that the Platform, the Services and any underlying technology or software used in connection with the Platform and the Services contain the proprietary information of our, our associated companies and/or its third party licensors. We give you permission to use the Platform and the Content for personal, non-commercial purposes only and we do not transfer any intellectual property rights to you by virtue of permitting your use of the Platform and/or the Services. Except as expressly authorised by these Terms of Use, you may not in any form or by any means:

(1) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Platform;
(2) commercialise any information, products or services obtained from any part of the Platform;
(3) modify, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or use any part of the same to provide or incorporate into, any product of service provided to a third party; or
(4) downloading or storing the Content.

Subject to the foregoing restrictions, we grant you a non-exclusive, non-transferable, revocable license to use the Platform solely for your permitted use of the Services only through the Platform.

If you are permissioned to use any of our, our associated companies or our third party licensor's trademarks, rights in internet domain names and Platform addresses and other rights in trade names ("**Marks**") in reference to our activities, products or services, you must include a statement attributing the Marks to us or the third party licensor (as applicable). You must not use any of the Marks:

(i) in or as the whole or part of your own trademarks;
(ii) in connection with activities, products or services which are not ours;
(iii) in a manner which may be confusing, misleading or deceptive; and/or
(iv) in a manner which disparages us or our information, products or services (including the Services).

10. LINKS TO OTHER SITES

The Platform and/or the Services may contain links to other websites ("**Linked Websites**"). Such links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with the Linked Websites. The Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

We reserves the right at all times and our discretion to disable any unauthorised links or frames from the Platform.

11. PROHIBITED ACTIVITIES

We may (but shall be under no obligation to) investigate if you have misused the Platform and/or the Services, or behave in a way, which we regard as inappropriate, unlawful or illegal. The following is a non-exhaustive list of prohibited activities which you shall not engage in with respect to the Platform and/or the Services. We reserve the right to amend this list at any time. The prohibited activities include, without limitation:

(1) impersonating any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform;
(2) expressing or implying that any statements you make are endorsed by us without our specific prior written consent;
(3) using any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Platform and/or the Services;
(4) "frame" or "mirror" any part of the Platform and/or the Services, without our prior written authorization;
(5) using any code or other devices containing any reference to us, the Platform and/or the Services to direct persons to any other website and/or service;
(6) using the content contained in the Platform and/or the Services for any illegal, fraudulent or harmful purpose;

(7) using the Platform and/or the Services in any manner that could damage, disable, overburden, impair the operation of the Platform, the Services, our servers or networks, or interfering with any other party's use and enjoyment of the Platform and/or the Services, or violate any requirements, procedures, policies or regulations of such networks;
(8) violating any laws;
(9) publicly disseminate information regarding the performance of the Platform and/or the Services or access or use the Platform and/or the Services for competitive analysis or benchmarking purposes.

12. DISCLAIMER

You release us, our directors, employees, agents and service providers from all liability for you having acquired or not acquired the Content through the Platform and/or the Services. We make no representations concerning any Content contained in or accessed through the Platform and/or the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Platform and/or the Services. We make no representations or warranties regarding suggestions or recommendations or endorsements of services or products offered or purchased through the Platform and/or the Services.

Save and except for any implied warranties which cannot be contracted out by law, we hereby disclaim all warranties, with respect to the Platform and the Services, including without limitation any warranties that the Platform is merchantable, of satisfactory quality, accurate, fit for a particular purpose or need. We do not guarantee that you will be able to access or use the Platform and the Services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of the Platform and/or the Services or any other data or information provided or received through Platform and/or the Services. Except as expressly set forth herein we make no warranties about the Services or any other security associated with the transmission of sensitive information. We do not warrant that the Platform and/or the Services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Platform and/or the Services are free of computer viruses, contaminants or other harmful items.

Notwithstanding anything contained herein, if you are dealing as a consumer under the Consumer Protection Act 1999 ("**Act**") (consumer shall have the meaning prescribed to it by the Act, "**Consumer**"):

(1) we give you such implied warranties under the Act that cannot be excluded by the Act;
(2) these Terms of Use are only intended to exclude or limit the remedies and rights you may have under the Act to the maximum extent permitted by law; and
(3) nothing in these Terms of Use are intended to exclude or limit our liability to you for any loss or damage arising from the negligence on our part or breach of any express terms contained herein or implied by any applicable law, including the Act which cannot be excluded by law.

Save and except for the foregoing, these Terms of Use shall apply to all users of the Platform and/or Services.

13. LIMITATION OF LIABILITY

In no event shall we be liable to you (or to any third party claiming under or through you) for any loss or damages howsoever arising, including without limitation, any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use the Platform and/or the Services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, computer failure or malfunction, any other commercial damages or losses even if we knew or should have known of the possibility of such damages.

In no event shall our total cumulative liability to you for any and all claims relating to or arising out of your use of the Platform and/or the Services regardless of the form of action, exceed any fee for the use of the Platform and/or Services paid by you.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our agents and service providers, from and against any loss, damage or cost (including legal fees) incurred by us arising out of your access or use of the Platform, including, without limitation, the Services, the Content or any other information accessible over or through the Platform and/or the Services, any content submitted by you or your violation of these Terms of Use, or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

15. TERMINATION

We may terminate and/or suspend your registration immediately, without notice, if there has been a breach of this Terms of Use or other policies and terms posted on the Platform or through the Services by you or by someone using your Registration Details or it is illegal or not in the public interest to continue providing you with access to the user account on the Platform for any reason whatsoever. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. We shall not be liable to you or any third party for any loss or damage suffered by or arising out of any termination of your access to the Platform and/or the Services. Further, you agree not to attempt to use the Platform and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to re-register). Notwithstanding anything contained in this Terms of Use, any provisions of this Terms of Use which are capable of having effect after the termination of your registration shall remain in full force and effect following the termination of your registration.

16. GENERAL

16.1 Amendments to These Terms of Use

We reserve the right to amend these Terms of Use and to modify, add or discontinue any aspect, content of feature of the Services, at any time. The amended terms will be posted on the Platform. We may also attempt to notify you via electronic mail, or by any other means. You can determine when this Terms of Use was last revised by referring to the “AS AT” legend on the top of these Terms of Use. Changes will take effect immediately from the issuance of such notice and your continued access to and/or use of the Platform following the issuance of such notice shall constitute your Terms of Use to be bound by these Terms of Use or other applicable terms, as amended. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then you must stop using the Platform.

16.2 Severability

If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the meaning of such Terms of Use shall be construed to the fullest extent allowed by the law so as to render the provision valid and enforceable, and if no such construction is possible, the remaining terms and conditions shall nevertheless continue in full force and effect.

16.3 Communication

If you wish to make any query, communication or complaint, please send your query, communication or complaint by email to us at the following or such other manner as we may notify you from time to time:

Attention: Customer Support
Email: brcsupport@bursamalaysia.com

You consent to receiving communication from us electronically and you agree to the Company use of electronic communication to enter into agreements and communicate with you in accordance with the Electronic Commerce Act 2006.

16.4 Dispute

Both of us will endeavour to resolve amicably any dispute arising out of this Terms of Use and/or other documents in connection thereto within 30 days of receipt of a written notice from any one of us to the other, failing which, Clause 16.5 below will apply.

16.5 Governing Law

This Terms of Use shall be governed by, and construed in accordance with, the laws of Malaysia. Any dispute arising out of or in connection with this Terms of Use and/or other documents in connection thereto, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the courts of Malaysia. The courts of Malaysia shall have exclusive jurisdiction.

16.6 Non-waiver

Our failure to exercise or enforce any right or provision of this Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

16.7 Entire Agreement

This Terms of Use and any supplemental terms, policies, rules and guidelines posted through the Platform and/or the Services, including the Personal Data Notice, constitute the entire agreement between you and us and supersede all previous written or oral agreements.

16.8 Headings

The headings in this Terms of Use are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Terms of Use or any terms or conditions therein.

16.9 Non-assignment

You may not assign, transfer or sublicense your rights and obligations under this Terms of Use to anyone else and any attempt to do so in violation of this section shall be null and void.

16.10 Use of Cookies

We, our agents and service providers may place, view and/or use cookies, Web server logs, web beacons or other similar technologies to collect statistical and other information about your use of the Platform and other websites.

You have the option to block your browser from accepting cookies. However, if you choose to block cookies from our website, please note that some website features may not function properly or effectively.

16.11 Languages

In the event of any inconsistencies between the English version of the Content of the Platform and the Bahasa Malaysia version or the Chinese version or both, the English version of the Content of the Platform shall prevail. We disclaim any and all liability howsoever arising from or in respect of any use or misuse of or reliance on the Bahasa Malaysia and Chinese versions of the Content.