

# Terms & Conditions for FinzTrade Platform

## 1. Introduction

The Services are provided by Invinity Solutions Sdn. Bhd. (collectively, “FinzTrade”, “We” or “Us”), located at D-09-02 & 03, Menara Suezcap 1, KL Gateway, No 2, Jalan Kerinchi, Gerbang Kerinchi Lestari, 59200 Kuala Lumpur, Malaysia.

## 2. Acceptance of terms & conditions

By using our Services, you are agreeing to the Terms & Conditions (“T&C”) together with our Privacy Policy. Please read them carefully which the same is contained in our website below mentioned.

The T&C may be updated by Us from time to time without notice. You can review the most current version of the T&C at any time <https://www.finztrade.com>. This T&C governs your access to and use of any FinzTrade website or the FinzTrade application (the “App”), any order you place through a FinzTrade website (“Site”), by telephone or any other means, and, as applicable, your use or attempted use of our Services (collectively, “Your Use”).

Your Use of the Site shall be deemed to constitute your consent to be bound by this Agreement and shall be enforceable in the same way as if you had signed this Agreement.

If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 18 years old. The Sites and/or Service are only intended for individuals aged eighteen (18) years or older.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITE, DO NOT ORDER, AND DO NOT USE ANY FINZTRADE PRODUCT OR SERVICE.

## 3. Description of the Service and Sites

Service. FinzTrade’s educational and content sharing platform is made available to you on a software as a service (SaaS) basis through a web portal on our Sites or via the App and includes (i) the software that you access via the Sites or the App; (ii) any other products, services, and features made available or provided to you by FinzTrade in connection with the Service; and (iii) the trademarks, service marks and logos (“Marks”), content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, (together with the Marks, “Content”), contained in or made available through the Service.

Sites. The site [www.finztrade.com](http://www.finztrade.com) is intended to provide you with information about FinzTrade and its products and services, to enable you to purchase a subscription to the Service, and provide subscribers to the Service with a web portal to access the Service.

## 4. Compliance with Laws and Guideline

You shall abide by all laws, by-laws, regulations, rules orders, directives prescribed by regulators relating to the operation of the User Account, and your trading activities with us and to all matters herein including without limitation to the Bursa Rules and the Recognized Exchange Rules and includes any additions, amendments or revisions that may from time to time be introduced and enforced.

In compliance with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, you shall exercise due care not to facilitate funds from proceeds

of any unlawful activity to be channelled through your account with us and undertake to provide us with all relevant information and documents, as and when requested, for purposes of your identification and/ or verification of the source of your funds or purpose of transaction under the “Know Your Client” principle.

You shall not be entitled to use the Services if there exists any restriction whatsoever on your User Account either imposed by FinzTrade or any relevant authorities.

## 5. Your account

In order to use the Service and become an Authorized User, you are required to create a personal user account (“User Account”). In creating your User Account, you acknowledge and agree: (i) to provide true, accurate, complete and current User Account and login information; (ii) to keep, and ensure that, your User Account login details, and password are secured at all times; and (iii) to remain solely responsible and liable for the activity arising out of any failure to keep your User Account details confidential; and (iv) to promptly notify FinzTrade in writing if you become aware of any unauthorized access or use of your User Account or the Service. You further represent and warrant that in creating your User Account, you were not previously blocked by FinzTrade from having a User Account or otherwise using the Service.

If you provide any information that is untrue, inaccurate, not current or incomplete or FinzTrade has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FinzTrade has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

We reserve the right to seek more personal information or personal details from you for the purpose of the usage of the Site and to remove any upload posted by you or any party authorized by you without serving you any notice and for any reason whatsoever.

You warrant that all the information, including but not limited to images, pictures, data, text, photographs, graphics, lists, video, messages or other materials stored or uploaded in the Site or by any parties authorized by you is the exclusive work and property from whom such upload content is originated.

You agree that accounts registered by “bots” or other automated methods are not permitted.

You are strictly prohibited from creating multiple account and/or using any proxy internet protocol address (IPs) in order to attempt to hide the use of multiple accounts, disrupt any of our services or to avoid being detected.

No Right of Survivorship and Non-Transferability. You agree that your FinzTrade account is non-transferable and any rights to your FinzTrade ID or contents within your account terminate upon cessation of your legal existence or death, as applicable. Upon receipt of a copy of a certificate of dissolution or death certificate, as applicable, your account may be terminated, and all contents therein will be permanently deleted.

## 6. Subscription to the Service

Subscription. Subject to your, as an Authorized User, compliance with the T&C, and the payment of applicable Fees by you, FinzTrade hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable subscription (“**Subscription**”) to access and use the Service during the Subscription Period.

Order Form. The Subscription to the Service is subject to any restrictions or limitations set forth in the Order Form, including, but not limited to, the type of plan. “**Order Form**” means

FinzTrade's then-current online or hard copy order form which you must complete and submit to FinzTrade in order to purchase a subscription to the Service, where you will be requested: (i) to sign up for a paid plan for yourself; (ii) to affirmatively select the type of plan you wish to register; and (iii) to pay the applicable Fees.

## **7. Fees, payment and billing**

Service Fees. In consideration for the Service, you shall pay all fees designated in the Order Form in accordance with the Payment Term, failing which we may delay or suspend the provision of the Services to you at our sole discretion. Except as otherwise specified, fees are based on the type of plan that you select for subscription, subject to any revision of the Service Fee thereafter.

Payment Terms. Payment shall become due and be made to FinzTrade immediately upon the first purchase of plan by you. Subsequent payments shall be made to FinzTrade on a recurring basis before date of the Billing Cycle, shall be charged in accordance to the type of plan you subscribe. All billing cycles are renewed automatically based on the cycles (monthly, biannual or yearly) (the "Billing Cycle") of subscribed plans. The date of Billing Cycle shall be based on the effective commencement date of the first subscription or, if any, on the effective commencement date of change or upgrade of plan. If the mentioned commencement date falls on 30<sup>th</sup> or 31<sup>st</sup> of the relevant months, or 28<sup>th</sup>/29<sup>th</sup> of February, the Billing Cycle date shall be on end of month of the relevant cycles (monthly, biannual or yearly).

All Fees stated shall be paid by you, are non-refundable unless otherwise stated in the Order Form or any part of T&C, are exclusive of all taxes, levies, or duties, which are your responsibility.

Payment Processing. You agree to promptly notify us of any changes to your billing information. In case you pay with credit card or debit card ("Card"), you expressly agree and warrant that you are the lawful holder of the Card or using the Card with the required consent, authorisation or permission of the lawful holder of the Card and you hereby authorize us to charge your Card on a recurring basis for all applicable fees and to store your Card information on our servers and/or on third parties' payment processing providers servers. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party, for online payment processing services, and in addition to these Terms, you agree that such third-party terms and conditions shall apply to your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.

Fee increases. FinzTrade may change the fees and charges in effect or add new fees and charges from time to time, which will be communicated to you when the changes become effective. If you do not accept the increase or addition to the existing fees, you may elect to cancel your plan for the next billing period in accordance to Clause 8 below,; however, any later renewal of service will be subject to the increased fee structure.

## **8. Termination and refund**

FinzTrade may at any time, in its sole discretion terminate all or any part of the Services, your right to access to and use of the Site and App without giving any reason. In the event of such termination by FinzTrade, we shall not be made liable to you for any claims, losses or anticipated profit which you may suffer arising out of or in connection with such termination.

FinzTrade offers cooling off period for 7 days upon the initial payment of the First Subscription by Authorized User. The cooling off period is not applicable for any subsequent subscription

other than the First Subscription by way of renewal of current plan or change/upgrade of plan. Within the cooling off period, you may terminate your subscription and request for a full refund by way of emailing your written notice at customer@finztrade.com, subject to the full discretion of FinzTrade. Except whatever stated herein or on any other part of T&C, Order Form or in any communication form with regards to promotional plan, the Fees paid by you are strictly non-refundable as indicated in **Clause 7**.

## **9. Renewal and cancellation**

For any plan that you subscribe, the renewal of your current plan shall be done automatically by default. Hence, the billing shall be on an auto-billing basis for every renewal as mentioned in **Fees, payment and billing**. If you wish to stop auto-renewal of your current plan, you may cancel the current plan at anytime by doing it at Account Management.

## **10. Disclaimer on providing advisory services**

The content on FinzTrade is presented for educational purposes only and does not constitute financial or investment advice. Neither Invinity Solutions Sdn. Bhd. nor FinzTrade guarantee any income or return of capital.

All the opinions, information and recommendations about the economy, stock market, how to invest and what stock to invest available in the Site and / or App shall not be construed as amounting to offers, invitation to treat or solicitations to buy, sell or trade in the securities which it is merely for educational purposes.

Therefore, you agree not to treat FinzTrade as a platform that provides any advisory services. The content on FinzTrade can be used for your educational or general purposes only. You are personally obliged to seek advice from the relevant professionals before acting or relying on the content on FinzTrade.

## **11. Warranty disclaimer**

The Sites and the Service are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. You assume all responsibility for accessing and using the sites and service and for the selection of the service to achieve your intended results. To the extent permitted by the law, FinzTrade hereby disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

FinzTrade does not warrant that the service or access to and use of the sites or service will be uninterrupted, error free, that defects will be corrected, or that the sites or service is free from viruses or other harmful code.

FinzTrade offers no warranty regarding the reliability of the performance of the service, including without limitation any warranty: (i) that the service, including any anti-virus or anti-spam features, will detect, block or prevent all viruses, spam or other harmful or unwanted code or intrusions; and (ii) regarding the backup or storage of customer data on or by the service.

FinzTrade does not offer a warranty or make any representation regarding any content, information, reports or results that you obtain through the service and/or the site. your use of and reliance upon service or site, or content and your data (including customer data) is entirely at your sole discretion and risk, and FinzTrade, its affiliates and third-party providers, shall have no responsibility or liability whatsoever to you in connection with any of the foregoing.

You agree that we will not be held responsible for any consequences that may result from technical problems including without limitation in connection with the internet (such as slow connections, traffic congestion or overload of our or other servers) or any telecommunications or internet providers.

## **12. Marketing**

You agree to be identified as a customer of FinzTrade and you agree that FinzTrade may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in FinzTrade's marketing materials and website. You hereby grant FinzTrade a fully-paid, irrevocable, perpetual, world-wide license to use your name and any of your trade names and trademarks solely in connection with the rights granted to FinzTrade pursuant to this marketing section.

## **13. Trademark information**

FinzTrade and FinzTrade logo trademarks and service marks and other FinzTrade logos and product and service names are trademarks of Invinity Group.

## **14. Copyright Policy**

It is FinzTrade's policy to respect the copyright and intellectual property rights of others. FinzTrade may remove content that appears to infringe the copyright or other intellectual property rights of others. Further, FinzTrade complies with the Malaysian Copyright Law.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please direct inquiries regarding infringement issues by email to [customer@finztrade.com](mailto:customer@finztrade.com).

## **15. Changes to terms & conditions**

Notice and Future Changes. FinzTrade may provide you with notices, including those regarding modifications to the T&C (including the Privacy Policy), by email or via the web-site. You agree to review the T&C (including the Privacy Policy) periodically so that you are aware of any modifications. Your continued use of the Service after any modifications indicates your acceptance of the modified T&C (and all other agreements, policies, rules and guidelines referred to herein). Unless expressly stated otherwise by FinzTrade, any new features, new services, enhancements or modifications to the Service implemented after your initial access to the Service shall be subject to these T&C.

## **16. Indemnity**

Except and to the extent required by applicable law, you hereby warrant, represent and agree to indemnify, hold FinzTrade harmless and to indemnify FinzTrade and its parent, subsidiaries, affiliates, officers, directors, stockholders, employees, agents, attorneys, partners, licensors and other representatives from and against any and all claims, damage, obligations, liabilities, loss, expense, legal expense (including but not limited to attorney's fees) or cost incurred as a result of (i) your use of or inability to use the Services; (ii) your violation of these Terms, including any false representation; and/or (iii) your Customer Data and/or data protection laws, regulations or obligations.

## **17. Limitation of liability**

Except and to the extent required by applicable law, you expressly understand and agree that FinzTrade and its parent, subsidiaries, affiliates, officers, directors, stockholders, employees, agents, attorneys, partners, licensors and other representatives shall not be liable to you for

any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if FinzTrade has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. Notwithstanding anything to the contrary contained herein, FinzTrade's maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, will at all times be limited to the greater of (i) the amount paid, if any, by you to FinzTrade for the service in the 12 months prior to the action giving rise to liability or (ii) RM100.

## **18. Governing law & jurisdiction**

The T&C shall be governed by and construed in accordance with the laws of Malaysia and all disputes arising in any way out of or affecting the T&C shall be subject to the exclusive jurisdiction of the courts of Malaysia, to which the parties agree to submit.

As the Service may be accessed internationally, the users who access the Service are responsible for compliance with the laws of the jurisdictions from which they access the Service, if and to the extent local laws are applicable.

## **19. FinzTrade's proprietary rights**

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by FinzTrade or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

FinzTrade grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Service on your computing devices, subject to the terms and conditions of this T&C. You shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service. You agree not to modify the Service in any manner or form, or to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by FinzTrade for use in accessing the Service.

## **20. Modifications to the Service**

FinzTrade reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that FinzTrade shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **21. Restrictions**

Except as expressly permitted in these Terms, you shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose; (vi) take any action that imposes or may impose (at FinzTrade's sole discretion) an unreasonable or disproportionately large load on the FinzTrade infrastructure or infrastructure which supports the Sites or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (viii) remove, deface, obscure, or alter FinzTrade's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without FinzTrade's prior written approval; (ix) use FinzTrade's Marks without our prior written consent; (x) use the Service or Sites to develop a competing service or product; (xi) use the Service or Sites to send unsolicited or unauthorized commercial communications; (xii) use the Service or Sites in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party; and/or (xiii) affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person from using all or any portion, features or functions of the Site. Without derogating from the above, you agree to remain liable to FinzTrade for any act or omission of an Authorized User that would constitute a breach of these Terms if such acts or omissions were by you.

## **22. Disclosure**

We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Service and/or the Sites as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, and/or (v) protect the rights, property or safety of FinzTrade, its users or the public.

## **23. Thirds Party Advertisements and Sites**

The Site may display third party advertisements and promotions. A display of third party advertising does not imply an endorsement or recommendation by FinzTrade. By accepting this T&C, you hereby explicitly consent and agree for us to send you information containing third party advertisements and promotions related to our Services and services of our affiliates and partners from time to time. As consideration for access and use of the Site, you agree that we may place third party advertising on the Site at our sole discretion. You agree that we may change the manner, mode and extent of third party advertising on the Site without further notice.

The Site may contain links to third-party web sites ("Third-Party Sites") and third-party content

("Third-Party Content") as a service to those interested in this information. You may use the links to Third-Party Sites, and any Third-Party Content therein, at your own risk. We do not monitor or have any control over, and make no claim or representation regarding, Third-Party Content or Third-Party Sites. We provide these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content.

#### **24. Force Majeure**

We shall not be liable to you for any breach for any reason of any delay in performing or failure to perform any due to any cause beyond our reasonable control, including but without limitation to acts of god, war, explosions, flood, acts of restriction, regulations, by-laws, or measures of any kind on the part or governmental parliamentary or local authority, import or export regulations or embargoes, riot, terrorist attack, threat or preparation of war, interruption of production or operation line, difficulties in obtaining raw materials labour, fuel parts, or machinery break down etc.

#### **25. Severability**

This T&C shall be read in conjunction with our Privacy Policy, Order Form and any other agreements between you and FinzTrade that govern your use of information, content, tools, products and services available through the Site and App and shall be read as one. This T&C shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable, in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: -

- a) That term and condition shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- b) If the term and condition or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

#### **26. Miscellaneous**

- a) Any notice, request or demand required or permitted under this Agreement shall be deemed given when actually delivered or one (1) day after the date sent if sent via overnight courier addressed to such party at such party's address stated in this Terms and Conditions or such other address as is specified from time to time by either party in writing. In the case of a notice or request sent by electronic communication, be deemed to have been received within twenty-four (24) hours after the time of sending the notice or request.
- b) Time is of essence for each and every provision of this Agreement.
- c) The Headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
- d) Only a written instrument executed by the party waiving compliance may waive a provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.