

WEBSITE TERMS

These Website Terms govern your use of www.fundingsocieties.com.my ("**Website**") and your relationship with Funding Societies (incorporated as Modalku Ventures Sdn Bhd (Company No: 1190266-X)) ("**Company**" or "**we**" or "**us**"), whether as a guest or a registered User. The Company is authorised and regulated by the Securities Commission Malaysia to operate a peer-to-peer financing platform. The Company provides services that involve facilitating and arranging the issuance of Issued Notes for financing or investments of funds into the said Issued Notes on the Website and/or such other services as the Company may introduce from time to time (which shall include but not limited to mobile applications). Please read and understand these Website Terms as they apply to your access and use of the Website, and any information, documents, text, graphics, photos and/or other materials uploaded, downloaded or appearing on the Website.

Your access to and use of the Website signifies your acceptance of these Website Terms. If you do not agree to these Website Terms, please do not register for or use the Website or otherwise you will be deemed to render your unconditional consent to these Website Terms. If you have any questions on these Website Terms, please contact info@fundingsocieties.com.my

1. USE OF THE WEBSITE

1.1. By using the Website, you agree to be bound by these Website Terms. You are also responsible for ensuring that all persons who access the Website through your Internet connection or User Account comply with these Website Terms and other applicable terms and conditions.

1.2. The Company reserves the rights, at all times, (but will not have an obligation) to unilaterally and immediately remove or refuse to distribute the Contents, to suspend or terminate you, and to reclaim your User Account without any liability to us in our sole discretion. The Company also reserves the right to access, read, preserve, and disclose any information that it receives in or from our Website as it reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Website Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, money laundering, illegal activities, security or technical issues, (iv) respond to user support requests, (v) protect the rights, property or safety of the Company, its users and the public, and/or (vi) carry out its daily operation, activities or in the ordinary course of its business. All of which above are enforceable or executable from time to time by the Company without having to compensate you in any forms whatsoever nor provide you with any privileges, benefits or commercial rights as a result of the implementation of the abovementioned rights of the Company.

1.3. The content and materials made available to you including, but not limited to, all text, information, images, photographs, video, audio, graphics, software programs and links found therein ("**Contents**") are for informational purposes only and should not be relied upon without obtaining the necessary independent legal, accounting, tax, financial or other advice in connection therewith before making an investment or other decision as may be appropriate. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all information and services provided by the Company. The Company has made every effort to ensure that its service offerings are always made in accordance with applicable rules and regulations.

1.4. In case of any violation of these Website Terms, the Company shall be entitled to seek all remedies available to it under law or in equity for such violations.

2. AMENDMENTS

2.1. The Company may modify these Website Terms and the Privacy Notice at any time in its sole discretion by posting the revised Website Terms and/or Privacy Notice on the Website and/or via an announcement on the Website, which will be effective immediately upon posting. You should therefore read the Website Terms and the Privacy Notice carefully each time you visit the Website. If you do not wish to accept the revised Website Terms and/or Privacy Notice, you should not continue to use the Website. Your continued use and access to the Website after the date on which the change comes into effect shall constitute your consent to be bound by the revised Website Terms and the Privacy Notice.

3. REGISTRATION

- 3.1. To register on the Website you must be over eighteen (18) years of age.
- 3.2. The Company processes your information in accordance with the Privacy Notice. By using the Website, you consent to such processing and warrant that all information submitted to us, whether via the Website or otherwise, is true, accurate, reliable, valid, complete and is not misleading nor violate any laws or regulations, by omission or otherwise. In the event of any change to the information provided, you must inform us immediately of the same in order for us to communicate with you effectively.

4. PASSWORD AND SECURITY

- 4.1. When you register to use the Website, you will be asked to create a password. In order to prevent fraud, you must keep this password strictly confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting info@fundingsocieties.com.my immediately.
- 4.2. If the Company has reason to believe that there is likely to be a breach of security or misuse of the Website, the Company may require you to change your password or suspend your account.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Website, any materials thereof and all Contents therein are protected by copyright, trademarks, database rights and other intellectual property rights, as applicable which are the property of the Company and/or its holding company and/or its subsidiaries and/or the subsidiaries of its holding company. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of the Company.
- 5.2. Save and except with the Company's prior written consent, you may not insert a hyperlink to this Website or any part thereof on any other website or "mirror" or frame this Website, any part thereof, or any information or materials contained in this Website on any other server, website or webpage.
- 5.3. All trademarks, service marks and logos used in this Website are the property of the Company and/or the respective third-party proprietors identified in this Website. No licence or right is granted and your access to this Website and/or use of the online services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademarks, service marks or logos appearing on this Website without the prior written consent of the Company or the relevant third party proprietor thereof. Save and except with the Company's prior written consent, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any of the Company member's site or any other site.
- 5.4. You may retrieve and display the Contents on a computer screen, mobile phone screen, tablet screen (or equivalent), store such Contents in electronic form on disk (but not any server or other storage device connected to a network), download or print copies of such Contents for your own use, provided you keep intact all and any copyright and proprietary notices. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the Contents without written permission from the Company.

6. PROHIBITED USE

- 6.1. You may not use the Website for any of the following purposes:
- (a) any activities that violate these Website Terms, any payment provider's terms of service and/or any other relevant third party's terms of service;
 - (b) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - (c) transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practices;
 - (d) interfering with any other person's use or enjoyment of the Website;

- (e) access, tamper with, or use non-public areas of the Website, the Company's computer systems, or the technical delivery systems of the Company's providers;
 - (f) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - (g) access or search or attempt to access or search the Website by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions);
 - (h) forge any TCP/IP packet header or any part of the header information in any email or posting;
 - (i) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Website, or by scripting the creation of the Contents in such a manner as to interfere with or create an undue burden on the Website; and/or
 - (j) carry out any activities or induce anyone to undertake any action which may (i) hinder or factually obstruct the operation of the Website or the provision of the Company's services; (ii) impose any threat to its reputation; and/or (iii) result in any detrimental effects on its business, affiliates, employees, agents, management or relationship with any third party.
- 6.2. In the event of any of the above in Clause 6.1, the Company reserves the right, at all times, to remove or refuse to distribute any of the material on the Website, to suspend or terminate you, and to reclaim your User Account without any liability to us.
- 6.3. You will be responsible for any losses and costs incurred by the Company resulting from your breach of this Clause 6.

7. AVAILABILITY OF THE WEBSITE

- 7.1. Whilst the Company will use commercially reasonable efforts to make the Website available to you without any interruption, it does not guarantee that the Website will be fault-free. If a fault occurs with the Website, you should report it to info@fundingsocieties.com.my and the Company will attempt to correct the fault as soon as it reasonably can.
- 7.2. The Website is dependent on other third-party service providers, including but not limited to website domain hosts and payment providers. The Company do not guarantee that the Website will be available at all times or uninterrupted. As such, the Company shall not be liable to you if for any reason the Website is unavailable at any time or for any period.

8. THE COMPANY'S RIGHT TO SUSPEND OR CANCEL YOUR ACCOUNT

- 8.1. The Company may suspend or cancel your account immediately at its reasonable discretion, or if you breach any of your obligations under these Website Terms. The Company will take reasonable efforts to notify you by the email address provided by you to us of such suspension or cancellation, or to notify you at your next attempt to access your account.
- 8.2. You may cancel your account at any time by making a withdrawal request in writing at info@fundingsocieties.com.my so that we can guide you on the cancellation procedure accordingly.
- 8.3. The suspension or cancellation of your account and your right to use the Website shall not affect either party's statutory rights or liabilities nor shall it be deemed or construed as a waiver of our rights to take any action against you for any loss and damages suffered as a result of your breach of these Website Terms.

9. DISCLAIMERS AND EXCLUSION OF LIABILITY

- 9.1. The Website and its use are provided by us on an "as is, where is" and "as available" basis without warranties of any kind.
- 9.2. Whilst the Company endeavour to ensure that information and materials on the Website are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose, error-free and, to the extent permitted by law, it does not accept any liability for any errors or omissions.

- 9.3. Whilst the Company endeavour to make the Website available 24 hours a day, it shall not be liable for any reason the Website is unavailable for any time or for any period. The Company makes no warranty that your access to the Website will be uninterrupted, timely or error-free, or will be free of viruses, worms and/or other harmful or invasive elements. Due to the nature of the Internet, this cannot be guaranteed. In addition, the Company may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
- 9.4. Further, the Company does not guarantee that the Website will be compatible with all hardware and software which you may use. The Company shall not be liable for damage to, or viruses or other codes that may affect, any computer or phone equipment, software, data or other property as a result of your access to or use of the Website.
- 9.5. Neither the Company nor any of its directors, officers, employees, members, representatives, affiliates, agents, parent(s), subsidiaries, successors and assigns shall be liable for any loss, expense or damages whatsoever nature and howsoever incurred or arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use the Website (or any part thereof), reliance on the information contained in the Website, reliance on the Website and tools provided on the Website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, even if the Company has been advised of the possibility of such damages or loss.
- 9.6. This exclusion clause shall take effect to the fullest extent permitted by law and shall apply even after you cease to access and/or use the Website.

10. INDEMNITY

- 10.1. You agree to defend, indemnify and hold us including our management, employees, subsidiaries, representatives and affiliates harmless from and against all liabilities, damages, claims, actions, penalties, costs and expenses (including legal fees) and all detrimental consequences, which may be suffered or incurred by us as a result of or in connection with or arising out of:
- information you submit, post, transmit or make available through the Website;
 - from your breach of any of these Website Terms;
 - your use of the Website or the Contents;
 - enforcing your rights on behalf of you against the Issuer or any relevant party; and/or
 - any non-compliance with or violation of any prevailing laws and regulations, government's policies, directives and court verdicts or arbitral awards of any judicial bodies including infringement of any third party's rights committed by or which involves you and/or your affiliates, employees or related parties in or after the use of our services or during the access to, use of or browsing in the Website.

11. THIRD PARTY LINKS

- 11.1. This Website may contain hyperlinks to other websites which are not maintained by the Company (the "**External Websites**"). Such hyperlinks are provided solely for the convenience of users. The Company is neither responsible for the contents, accuracy, continuity or security of the External Websites, nor for any goods or services offered on the External Websites, and shall not be liable for any injury, damage, expense or loss arising from access to or use of the External Websites. Use of such hyperlinks is entirely at your own risk.
- 11.2. Links to third party websites and services do not constitute an endorsement by us of such websites or services, or the information, products, advertising or other materials made available by such third parties. In addition, the Company is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of such Contents, information, products or services available on or through such linked websites. The Company shall also not be considered associated or affiliated with any trade or service marks, logos, insignia or other devices (not owned by, licensed to, or controlled by the Company) used or appearing on the External Websites.
- 11.3. Notwithstanding anything else set out in these Website Terms, unless expressly permitted in writing by the Company on a prior basis the following are strictly prohibited:
- hyperlinking to, or framing of, the Website or any of the Contents;

- using any robot, web-crawler, spider, or any other automatic device, or manual process to monitor or copy any pages within the Website or its Contents;
- using any device, software or routine to interfere or attempt to interfere with the proper working of this Website; and
- any action that imposes an unreasonable or disproportionately large load on the Company's servers.

11.4. Your hyperlinking to, or framing of, any part of the Website or any of the Contents constitutes acceptance of these Website Terms and the Privacy Notice (as may be amended from time to time). If you do not accept these Website Terms or the Privacy Notice, you must discontinue hyperlinking to, or framing of, the Website or any of the Contents. For the avoidance of doubt, this Clause 11 shall not be construed as dispensing with or prejudicing the need to seek the Company's prior written permission for hyperlinking to, or framing of, the Website or any of the Contents as described in Clause 11.3 above.

11.5. The Company shall be entitled to disable any hyperlink to, or frame of, the Website or any of the Contents at any time, notwithstanding any prior permission that may have been given by the Company.

11.6. The Company may amend or change the URL of the Website at any time including any Content or information therein. Under no circumstances is the Company obliged to inform, or give prior notice to, parties / persons who have hyperlinked to or framed the website or any of the Contents about the amendment or change of the website's URL, content or information therein.

12. SEVERANCE

If any provision of these Website Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Website Terms and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Website Terms. The Company will unilaterally decide in its sole discretion a substitute provision, without having to notify or secure any approval of you, 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.

13. ACKNOWLEDGMENT

13.1. You agree that you use the Website and the services available on the Website at your own risk. The Company does not and will not warrant or represent, and therefore will not indemnify you nor provide any forms of compensation whatsoever, whether expressly or implied, unless, to the extent applicable or expressly stated otherwise herein, that it is proven by a final and binding court decision that such are attributable to the Company's gross negligence, fraud or wilful misconduct:

- that any and all information on its platform, website, marketing material or in any documentation that the Company prepared including the Contents are accurate, valid, correct, current, reliable, verified, complete, or error-free;
- that the Website (including any functions associated therewith) or the Contents will be uninterrupted or error-free, or that defects will be corrected, or that the Website or its server is or will be free of viruses, worms and/or other harmful or invasive elements, or that the download, installation or use of any software of the Website or the Contents in or with any computer or device will not affect the functionality or performance of the computer or device;
- that the Website will be protected against any malicious attack or that data will not be compromised under such attack;
- as to the functionality, operability, accessibility, accuracy, correctness, completeness, reliability, up-to-dateness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, of the Website and the Contents;
- the success of any outcome, dealings or transaction on the Website;
- that all applications for financings on the Website will be approved or granted;
- that all fundraising campaigns on the Website will be successful;
- that the creditworthiness, genuineness and trustworthiness of any users.

13.2. The Company does not assume any advisory, fiduciary or similar other duties or act as an

investment adviser to you. You agree that you have taken, or will take, the necessary independent legal, tax, financial or other advice before using any function or services provided on the Website.

14. ELECTRONIC COMMUNICATION

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.

15. DISPUTE RESOLUTION AND APPLICABLE LAW

15.1. These Website Terms and the Privacy Notice shall be governed by and interpreted in accordance with the laws of Malaysia.

15.2. You may write to us at the following address for any communication or complaint to us at:

Attention: Customer Experience

Address: Unit 23-3A, Tower B, Vertical Business Suite Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur

Email: info@fundingsocieties.com.my

15.3. If the dispute remains unresolved, the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia to settle any disputes which may arise out of or in connection with these Website Terms.

16. INTERNATIONAL USE

The Company makes no promise that materials on the Website are appropriate or available for use in locations outside of Malaysia, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Website from locations outside of Malaysia, you do so on your own initiative and are responsible for compliance with local laws.

17. MISCELLANEOUS

17.1. You may not transfer any of your rights under these Website Terms to any other person. The Company may transfer its rights under these Website Terms to another business where it reasonably believe your rights will not be affected.

17.2. If you breach these Website Terms, no failure or delay by the Company to exercise any right or remedy provided under these Website Terms shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

The Website is owned and operated by Modalku Ventures Sdn Bhd (Company No: 1190266-X).