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## TERMS OF USE FOR IMPAKRINTAS PLATFORM USERS

**Effective Date:** 23 December 2025

Welcome to Impakrintas, a registered operator of a Social Exchange Platform (SEP) under the Social Exchange Platform Guidelines (SEP Guidelines) issued by the Securities Commission Malaysia (SC). These Terms of Use govern your access to and use of our platform.

By using Impakrintas as a Non-Profit Organisation (NPO) seeking funds, or as a donor contributing to projects, you agree to comply with these Terms of Use, our Privacy Policy, and all applicable Malaysia laws, including securities law, Income Tax Act 1967, and SEP Guidelines.

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### PART A: GENERAL PROVISIONS

#### 1. Introduction and Regulatory Framework

**1.1 The Platform:** Impakrintas is an online platform facilitating connections between NPOs seeking funding for social impact projects and donors wishing to contribute to these projects.

**1.2 Regulatory Compliance:** We operate under the direct oversight of the Securities Commission Malaysia (SC). All operations, procedures, and listings adhere strictly to the SC's SEP Guidelines and relevant Malaysian securities laws. In the event of any inconsistency between these Terms and the SC Guidelines, the Guidelines shall prevail.

**1.3 Our Role:** We are a registered SEP operator responsible for vetting NPOs, listing projects, and monitoring compliance. We do not provide financial advice, investment recommendations, or guarantee project outcomes.

#### 2. User Accounts, Eligibility, and Conduct

**2.1 Eligibility:** Users must be at least 18 years old and legally capable of entering into binding agreements under Malaysian law.

**2.2 Account Responsibility:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify Impakrintas immediately of any unauthorized use.

**2.3 Community Guidelines and Prohibited Conduct:**

All users, including NPOs and donors, must adhere to the community guidelines and acceptable use policies detailed in the official **Impakrintas SEP User Rulebook**. Prohibited conduct includes, but is not limited to, hate speech, harassment, dissemination of false information, spamming, and attempts to bypass the platform's security or payment systems.

**2.4 Enforcement and Action for Violations:**

Impakrintas reserves the right to determine, in its sole discretion, whether a user has violated the community guidelines or these Terms. In the event of a violation, Impakrintas may take immediate action, including, but not limited to:

- Issuing a warning;
- Suspending or permanently banning the user from accessing the platform;
- Removing or modifying content posted by the user;
- Reporting the user and their activities to relevant Malaysian authorities, including the Securities Commission Malaysia (SC) and law enforcement agencies (e.g., PDRM), as required by law or deemed necessary by Impakrintas management.

**PART B: TERMS APPLICABLE TO NON-PROFIT ORGANISATIONS (NPOS)**

These terms outline the general pre-requisites for NPOs seeking to list projects on the Impakrintas platform. NPOs must refer to the Impakrintas Platform User Rulebook for detailed requirements.

**3. NPO Admission and Verification**

**3.1 Application Process:** NPOs must submit applications and required documentation via the dedicated NGO Portal.

**3.2 Eligibility Criteria:** NPOs must meet strict criteria set by the SEP Guidelines and verified by Impakrintas's due diligence process. This includes possessing valid:

- Registration/Incorporation Certificates from relevant Malaysian authorities (*SSM, ROS, or BHEUU*).

- Active official approval letter under subsection 44(6) of the Income Tax Act 1967 from the *LHDN* (Inland Revenue Board of Malaysia).

**3.3 Due Diligence and Vetting:** Impakrintas performs rigorous verification of legal status, financial statements (minimum spending/funding requirements), operational history, and "fit and proper" checks on all directors and key personnel. We reserve the right to request additional documentation or conduct background checks at any time.

**3.4 RC Approval:** Listing is subject to the final approval or rejection of the Management Review Committee (RC) of Impakrintas.

#### **4. Project Listing and Obligations**

**4.1 Accurate Disclosure:** NPOs warrant that all information provided for project listings (goals, budget, timeline, use of funds) is accurate, complete, and not misleading.

**4.2 Ongoing Compliance and Monitoring:** NPOs agree to ongoing monitoring by Impakrintas. You must immediately notify Impakrintas if your legal or tax status changes, lapses, or is revoked.

**4.3 Project Delays and Reporting:** If a project faces roadblocks or delays that push the completion date beyond the declared timeline, the NPO must proactively inform Impakrintas and all donors, providing revised timelines and justifications for RC approval.

**4.4 Fraudulent Activity:** Any proven fraudulent activity will result in immediate delisting, permanent banning from the platform, notification to the SC and PDRM, and potential legal action.

#### **5. Fees and Payment Terms**

**5.1 Platform Fees:** NPOs agree to pay Impakrintas agreed-upon **platform fees of 8%** based on funds raised through the platform.

**5.2 Timely Payment:** Fees must be paid in a timely manner (e.g., within 14 days of invoice). Failure to pay fees may result in the suspension of the NPO's ability to list new projects or access future features.

#### **PART C: TERMS APPLICABLE TO DONORS**

These terms outline the rights, responsibilities, and risks associated with donating through the Impakrintas platform.

## 6. Donations and Transactions

**6.1 Minimum Donation:** A minimum donation amount of Ringgit Malaysia Five (RM5.00) applies to all projects.

**6.2 Direct Pass-Through Model:** Impakrintas uses a direct pass-through payment model via a local service provider. Your donation goes directly from your account to the NPO's verified bank account. **Impakrintas does not hold your donation funds in custody.**

**6.3 Finality of Donations:** All donations are final once processed. As Impakrintas does not hold funds, donors must deal directly with the NPO for any refund. Donors should exercise due diligence before contributing.

**6.4 Tax Deductions:** Donors may be eligible for tax deductions under Malaysian law. Impakrintas ensures all listed NPOs have active *LHDN* Section 44(6) status and provides digital receipts accordingly. Eligibility for tax deductions is the donor's responsibility to confirm with *LHDN*.

## 7. Donor Risks and Disclaimers

**7.1 Project Outcomes:** Donations are made to support NPO *projects*, not investments. There is no expectation of financial return. Impakrintas rigorously vets NPOs but cannot guarantee the full success of every social impact project.

**7.2 Underfunded Projects:** In the event a project does not meet its fundraising goal, funds will be managed according to the specific terms disclosed on that project's page (e.g., used for a scaled-down project or potentially refunded), depending on the NPO approved terms.

**7.3 Non-Compliance:** While Impakrintas actively monitors compliance, events outside our control (e.g., a sudden revocation of tax status) may occur. Donors will be notified of material adverse changes, but remediation of funds may be subject to legal processes involving Malaysian authorities.

## PART D: MISCELLANEOUS

### 8. Limitation of Liability

To the maximum extent permitted by Malaysian law, Impakrintas shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other

intangible losses, resulting from (a) your access to or use of or inability to access or use the platform; (b) any conduct or content of any third party on the platform, including without limitation, any fraudulent NPO activity; or (c) unauthorized access, use, or alteration of your transmissions or content.

## **9. Governing Law and Dispute Resolution**

These Terms shall be governed by the laws of Malaysia. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Malaysia.

## **10. Modifications to Terms**

Impakrintas reserves the right to revise these Terms of Use at any time. We will provide notice of material changes by posting the updated terms on our platform. Continued use after such changes constitutes acceptance of the new Terms.

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