

TERMS OF USE

The following terms and conditions constitute an agreement between the User and **DBS SOLUTIONS (M) SDN. BHD. (Company No. 202101017029 (1417329-U))** the operator of the website (the "**Website**") which offers a Islamic Peer-to-Peer platform ("**P2P Platform**") financing and a matching service between issuers and investors (who are both registered on the Company's Website) (collectively the "**Services**"). The User shall mean any persons using this platform for any reason whatsoever and shall include any third parties acting on behalf of an individual, company or entity ("**the User**"). These terms of use ("**Terms of Use**"), together with the Company's Personal Data Protection Notice located at the Website (which is incorporated herein by reference, and collectively, this "**Agreement**") governs the User's use of the Website.

By using or otherwise accessing the Website and/or the Services, the User agrees to the terms of this Agreement. If the User does not agree with this Agreement, the User must refrain from accessing or using the Website and/or the Services. Please note that the Company offers the Website and the Services on a "as is where is basis" and without warranties. The User is required to register and authorises the use and disclosure of their information for purposes of allowing the Company to grant the User accesses to the Website and to provide the Services and as otherwise disclosed in the Company Personal Data Protection Notice.

1. WEBSITE

The Website and the Services allow the User to participate in P2P financing as an issuer or investor.

By using the Website and/or Services, the User understands and acknowledges that the P2P financing available on the Website is provided by a third-party issuer. From the point at which the User submits their information on the Website, the Company will act solely as an intermediary between the User and the issuer or investors (as the case may be) only. The User authorises the Company to release the details of the User's application made through the Website and/or Services to any third party including but not limited to any issuer or investor. The Investment Note and its terms and conditions, as described in the Issuer Agreement and Investor Agreement, will govern the relationship between the investor and issuer in respect of such Investment Note issued by the issuer as invested by the investors.

The Company reserves the right to charge the User any fee (as may be disclosed on the Website) for the User's usage of the Website and/or the Services.

The Company reserves the right to suspend and/or terminate the User's account at any time which will result in the User's inability to use the Website and/or the Services.

2. REGISTRATION

As part of the registration process, the User is required to provide the User's name, email address, phone number and such other information and documents as may be listed on the Website and create a password. These are the User's registration details for accessing the Services that are only available to other User ("**Registration Details**"). The Registration Details must be kept confidential at all times and must not be disclosed to anyone else. The User must immediately notify the Company if the User's password has been stolen or compromised by sending an email to helpdesk@sme-funding-i.com

The User must be 21 years of age or over to register with the Company or use the Website and/or the Services. If the User does not qualify under these Terms of Use, do not use the Website and/or the Services. By using the Website and/or the Services, the User represents and warrants that the User 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.

3. THE USER'S PERSONAL INFORMATION

The Company collects and processes the User's personal data in accordance with the Personal Data Protection Notice at the Website and the User hereby consents to the processing of the User's personal data in accordance with the said Notice.

4. **CONTENT**

The User acknowledges that the Content that the Company discloses is to the best of the Company's knowledge or based on the information provided to the Company by any issuer, investor and/or third party and do not in any way whatsoever constitute an opinion or advice by the Company, nor is it a substitute for the same. The Content is provided solely to assist the User with identifying any P2P financing on the Website. "**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 Website including without limitation Content provided in direct response to the User questions or postings.

The User is solely responsible to: (1) evaluate the quality, adequacy, completeness and usefulness of all services (including the Services), Content, advice, opinions and other information obtained or accessible through the Website; and (2) seek further professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information. The User agrees that their use of the Content is solely at their own risk.

The Company may, but have no obligation to have the Content posted through the Website and/or the Services reviewed by the Company's editorial personnel. It is important to note, however, that the timeliness, accuracy, and completeness of any or all of the Content are not guaranteed. The Company 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 Website.

5. **USER'S OBLIGATIONS**

By registering for access to the Website and/or use of the Services, the User agree to abide by the following terms and conditions: (1) the User may only use the Website and/or the Services for lawful, non-commercial, personal purposes and not for any purpose that is illegal or prohibited by these Terms of Use; (2) the User are responsible for protecting the safety and security of any computer, mobile phone and/or any other equipment and/or hardware the User use to access the Website and/or the Services; (3) the User will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable; (4) the User may not attempt to gain unauthorised access to the Website and/or the Services, user accounts, computer systems or networks through hacking, password mining or any other means; (5) the User agrees to provide current, accurate and up-to-date information about the User as required under these Terms of Use; (6) the User agrees not to post or transmit any unsolicited advertising or promotional materials; (7) the User will not infringe the Company's intellectual property rights or those of any third party in relation to the User's use of the Website and/or the Services; (8) the User 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; and (9) the User accepts that any information provided by the Company is general information and is not in the nature of advice. The Company derives their information from sources which the Company believes to be accurate and up to date as at the date of publication and reserves the right to update this information at any time.

Any information which the User transmits to the Company is transmitted at the User's own risk. Nevertheless, once the Company receives the User's transmission, the Company will take reasonable steps to preserve the security of such information. The Company reserves the right to remove the User's username or similar identifier in respect of the User's account if appropriate. The User acknowledges sole responsibility for and assume all risk arising from the User's access and use of the Website and/or the Services.

6. NO WARRANTIES IN RELATION TO THE INVESTMENT NOTE

The Company does not: (1) recommend or endorse any issuer, investor and/or Investment Note listed in the Website and/or the Services and (2) make any representations or warranties with respect to any issuer, investor and/or investment note.

The Company will not be liable for any cancelled or otherwise unfulfilled applications or investment note, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Website and/or the Services.

7. WEBSITE MAINTENANCE

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

8. LINKS TO OTHER SITES

The Website 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. The Company is 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 the Company 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.

9. CONTENT THE USER'S POST OR SUBMIT

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

The Company reserves the right to investigate and take appropriate legal action against anyone who breaches this provision or the above Clause 5, including without limitation, removing any offending communication from the Website and/or the Services and terminating the account of such violators or blocking the User's own use of the Website and/or the Services.

By posting Posted Information through the Website and/or the Services, the User agree to and hereby do grant, and the User represent and warrant that the User have the right to grant to the Company and the Company contractors an irrevocable, perpetual, royalty-free, fully sublicensable, 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. The Company reserves the right to adjust, refuse or remove the Posted Information at the Company's sole discretion.

10. INTELLECTUAL PROPERTY RIGHTS

Copyright in the Website and the Content (including designs, texts, graphics, logos, icons, user interfaces, visual interfaces and software) is owned or licensed by the Company and/or its third-party licensors. The User acknowledges that the Website, the Services and any underlying technology or software used in connection with the Website and the Services contain the proprietary information of the Company and/or its third-party licensors. The Company gives the User permission to use the Website and the Content for personal, non

commercial purposes only and do not transfer any intellectual property rights to the User by virtue of permitting the User's use of the Website and/or the Services. Except as expressly authorised by these Terms of Use, the User 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 Website; (2) commercialise any information, products or services obtained from any part of the Website; (3) modify, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website 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, the Company grants the User a non-exclusive, non-transferable, revocable license to use the Website solely for the User's permitted use of the Services only through the Website.

If the User uses any of the Company and/or third-party licensor's trademarks, rights in internet domain names and website addresses and other rights in trade names ("**Marks**") in reference to the Company activities, products or services, the User must include a statement attributing the Marks to the Company. The User must not use any of the Marks: (1) in or as the whole or part of the User's own trademarks; (2) in connection with activities, products or services which are not ours; (3) in a manner which may be confusing, misleading or deceptive; and/or (4) in a manner which disparages the Company's information, products or services (including the Services).

11. INDEMNIFICATION

The User agrees to indemnify the Company against any loss, damage or cost incurred by the Company arising out of the User's access or use of the Website, including, without limitation, the Services, the Content or any other information accessible over or through the Website and/or the Services, any content submitted by the User or the User's violation of these Terms of Use, or any other laws, regulations and rules. The User will also indemnify the Company against any claims that information or material which the User have submitted to the Company 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).

12. PROHIBITED ACTIVITIES

The Company may (but shall be under no obligation to) investigate if the User have misused the Website and/or the Services, or behave in a way, which the Company regards as inappropriate, unlawful or illegal. The following is a non-exhaustive list of prohibited activities which the User shall not engage in with respect to the Website and/or the Services. The Company reserves 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 the User's affiliation with any person or entity in connection with the Website; (2) expressing or implying that any statements the User make are endorsed by the Company without the Company 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 Website and/or the Services; (4) "frame" or "mirror" any part of the Website and/or the Services, without the Company prior written authorization; (5) using any code or other devices containing any reference to the Company, the Website and/or the Services to direct persons to any other website and/or service; (6) using the content contained in the Website and/or the Services for any illegal, fraudulent or harmful purpose; (7) using the Website and/or the Services in any manner that could damage, disable, overburden, impair the operation of the Website, the Services, the Company's servers or networks, or interfering with any other party's use and enjoyment of the Website 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 Website and/or the Services or access or use the Website and/or the Services for competitive analysis or benchmarking purposes.

13. LIMITATION OF LIABILITY

In no event shall the Company be liable to the User (or to any third party claiming under or through the User) for any loss or damages howsoever arising, including without limitation, any indirect, special, incidental, consequential or exemplary damages arising from the User's use of, or inability to use the Website 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 the Company knew or should have known of the possibility of such damages.

In no event shall the Company's total cumulative liability to the User for any and all claims relating to or arising out of the User's use of the Website and/or the Services regardless of the form of action, exceed any fee for the use of the Website and/or Services paid by the User.

14. DISCLAIMER

The User shall release the Company from all liability for the User having acquired or not acquired the Content through the Website and/or the Services. The Company makes no representations concerning any Content contained in or accessed through the Website and/or the Services, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Website and/or the Services. The Company makes no representations or warranties regarding suggestions or recommendations, or endorsements of services or products offered or purchased through the Website and/or the Services.

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

Notwithstanding anything contained herein, if the User is dealing as a consumer under the Consumer Protection Act 1999 ("**Act**") (consumer shall have the meaning prescribed to it by the Act, "**Consumer**"): (1) the Company gives the User 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 that the User 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 the Company liability to the User for any loss or damage arising from the negligence on the Company 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 User of the Website and/or Services.

15. TERMINATION

The Company may terminate and/or suspend the User's registration immediately, without notice, if there has been a breach of this Agreement or other policies and terms posted on the Website or through the Services by the User or by someone using the User's Registration Details. The Company may also cancel or suspend the User's registration for any other reason, including inactivity for an extended period. The Company shall not be liable to the User or any third party for any termination of the User's access to the Website and/or the Services. Further, the User agrees not to attempt to use the Website and/or the Services after

any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to the User's inactivity, the User may be permitted to re-register). Notwithstanding anything contained in this Agreement, any provision of this Agreement which is capable of having effect after the termination of the User's registration shall remain in full force and effect following the termination of the User's registration.

16. GENERAL

16.1 Amendments to the Terms of Use

The Company reserves the right to amend the Terms of Use and the other documents consisting of the Agreement at any time. Upon any such change, the Company will post the amended terms on the Website or the Company may also notify the User via electronic or conventional mail. The User's continued access to and/or use of the Website following such posting and/or notice shall constitute the User's agreement to be bound by these Terms of Use or other applicable Agreement document, as amended. If at any time the User choose not to accept these Terms of Use, including following any such modifications hereto, then the User must stop using the Website.

16.2 Severability

If any of these Terms of Use are held to be invalid, unenforceable, or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

16.3 Communication

If the User wishes to make any query, communication, or complaint, please send your query, communication or complaint by email to us at the following:

Attention: [Insert name]

Email: [Insert email]

16.4 Dispute

The Company and the User will endeavour to resolve amicably any dispute arising out of this Agreement 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 Agreement shall be governed by the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction.

16.6 Non-waiver

The Company's failure to exercise or enforce any right or provision of this Agreement 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 Agreement and any supplemental terms, policies, rules, and guidelines posted through the Website and/or the Services, including the Personal Data Protection Notice, constitute the entire agreement between the User and the Company and supersede all previous written or oral agreements.

16.8 Headings

The headings in this Agreement 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 Agreement or any terms or conditions therein.

16.9 Non-assignment

The User may not assign, transfer, or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.