

Platform Agreement

The following terms and conditions constitute an agreement between you and GAX MD Sdn Bhd (Company No. 1293918-U) (“GAX MD” “we” or “our” or “us”), the operator of the platform which provides risk assessment, financial planning, asset allocation, investment implementation, rebalancing and reporting services (the “Platform”). These terms and conditions (“Platform Agreement”), together with our Personal Data Protection Notice located at the Platform (which is incorporated herein by reference, and collectively, the “Agreement”) govern your use of the Platform.

By using or otherwise accessing the Platform, you agree to the terms of the Agreement. If you do not agree with the Agreement, you must refrain from accessing or using the Platform. Please note that we offer the Platform "AS IS" and without warranties. You are required to register and authorize the use and disclosure of your information for purposes of allowing us to grant you access to the Platform and as otherwise disclosed in our Personal Data Protection Notice.

1. PLATFORM

1.1 The Platform is an end-to-end digital discretionary investment service that provide automated, algorithm-driven investment management services. The Platform uses information provided by you in response to a series of questionnaire regarding current assets, risk tolerance, investment horizon, and use algorithms to create a personalized, optimal asset allocation for you.

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

2. CONTENT

2.1 You acknowledge that the results and outcome generated by the Platform (“Content”) that we disclose is to the best of our knowledge or based on your answers to a series of questionnaires and do not constitute an opinion or advice, nor is it a substitute for the same. The Content is provided solely to assist you with making an investment and managing your funds. “Content” means design, text, data, graphics, images, user interface, visual interface, information, suggestions, guidance, and other materials provided, made

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available or otherwise found through the Platform including without limitation Content provided in direct response to your questions or postings.

2.2 You are solely responsible to:

- (i) evaluate the quality, adequacy, completeness and usefulness of all services, Content, advice, opinions and other information obtained or accessible through the Platform; and
- (ii) 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. You agree that your use of the Content is solely at your own risk.

2.3 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.

3. REGISTRATION

3.1 As part of the registration process, you are required to provide your name, email address, phone number and create a password. These are your registration details for accessing the Platform that are only available to users ("Registration Details"). You will receive a notification in the Platform once you have successfully registered an account with us. The Registration Details must be kept confidential at all times and must not be disclosed to anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to support@mytheo.my

3.2 You must be 18 years of age or over to register with us or use the Platform. If you do not qualify under this Platform Agreement, do not use the Platform. By using the Platform, you represent and warrant that you have the right, authority, and capacity to enter into this Platform Agreement and to abide by all of the terms and conditions set forth herein.

4. USER OBLIGATIONS

4.1 By registering for access to the Platform, you agree to abide by the following terms and conditions:

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- i. you may only use the Platform for lawful, non-commercial, personal purposes and not for any purpose that is illegal or prohibited by this Platform Agreement;
- ii. 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;
- iii. you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
- iv. you may not attempt to gain unauthorized access to the Platform, user accounts, computer systems or networks through hacking, password mining or any other means;
- v. you agree to provide current, accurate and up-to-date information about yourself as required under this Platform Agreement;
- vi. you agree not to post or transmit any unsolicited advertising or promotional materials;
- vii. you will not infringe our intellectual property rights or those of any third party in relation to your use of the Platform;
- viii. 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; and
- ix. 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.

4.2 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.

5. YOUR PERSONAL INFORMATION

We collect and process your personal data in accordance with the Personal Data Protection Notice at the Platform and you hereby consent to the processing of your personal data in accordance with the said notice.

6. PLATFORM MAINTENANCE

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It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Platform, which may temporarily degrade the quality of the Platform or result in a partial or complete outage of the Platform. 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.

7. CONTENT YOU POST OR SUBMIT

7.1 By posting or submitting information through the Platform, 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 sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, distribute such information to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such information. We reserve the right to keep a copy of the information you posted for archival purposes, adjust, reuse or remove the information at our sole discretion.

7.2 Without prejudice to the foregoing, 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 terminating the account of such violators or blocking your use of the Platform.

8. INTELLECTUAL PROPERTY RIGHTS

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

- i. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Platform;

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- ii. commercialise any information, products or services obtained from any part of the Platform;
- iii. 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
- iv. download or store the Content.

8.2 Subject to the foregoing restrictions, we grant you a non-exclusive, non-transferable, revocable license to use the Platform for the purposes set out in the Account Opening Agreement.

8.3 If you use any of GAX MD's 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. 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.

9. LINKS TO OTHER SITES

The Platform may contain links to other websites ("Linked Websites") that do not belong to or are not maintained by us. 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. For more information about the content or privacy practices of the Linked Websites, please visit the Linked Websites terms of use and privacy policy page. 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.

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10. PROHIBITED ACTIVITIES

We may (but shall be under no obligation to) investigate if you have misused the Platform, 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. We reserve the right to amend this list at any time. The prohibited activities include, without limitation:

- i. impersonating any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform;
- ii. expressing or implying that any statements you make are endorsed by us without our specific prior written consent;
- iii. 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;
- iv. "frame" or "mirror" any part of the Platform, without our prior written authorization;
- v. using any code or other devices containing any reference to us or the Platform to direct persons to any other website and/or service;
- vi. using the content contained in the Platform for any illegal, fraudulent or harmful purpose;
- vii. using the Platform in any manner that could damage, disable, overburden, impair the operation of the Platform, our servers or networks, or interfering with any other party's use and enjoyment of the Platform, or violate any requirements, procedures, policies or regulations of such networks;
- viii. violating any laws;
- ix. publicly disseminate information regarding the performance of the Platform or access or use the Platform for competitive analysis or benchmarking purposes.

11. DISCLAIMER

- 11.1 You release us from all liability for you having acquired or not acquired the Content through the Platform. We make no representations concerning any Content contained in or accessed through the Platform, any delay in accessing the platform, 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. We make no representations or warranties

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regarding suggestions or recommendations or endorsements of services or products offered or purchased through the Platform.

- 11.2 We are under no duty to verify or enquire into the identity, authority or capacity of any person from whom we receive instructions on your behalf, and are entitled to rely on any instructions submitted by any person accessing or using the Platform, even if made fraudulently and even if they conflict with the terms of any other instructions given by you.
- 11.3 Save and except for any implied warranties which cannot be contracted out by law, we hereby disclaim all warranties, with respect to the Platform, 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 (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 or any other data or information provided or received through the Platform. Except as expressly set forth herein we make no warranties about the Platform or any other security associated with the transmission of sensitive information. We do not warrant that the Platform will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Platform are free of computer viruses, contaminants or other harmful items.
- 11.4 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):
- i. this Platform Agreement is only intended to exclude or limit the remedies and rights you may have under the Act to the maximum extent permitted by law; and
 - ii. nothing in this Platform Agreement is 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.

12. 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,

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incidental, consequential or exemplary damages arising from your use of, or inability to use the Platform. 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.

13. INDEMNIFICATION

You agree to indemnify us against any loss, damage or cost incurred by us arising out of or in connection with your access or use of the Platform, including, without limitation, the Content or any other information accessible over or through the Platform, any content submitted by you or your violation of the Agreement, 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).

14. TERMINATION

14.1 We may suspend your account immediately, without notice, if there has been a breach of the Agreement or other policies and terms posted on the Platform by you or by someone using your Registration Details. Notwithstanding the foregoing, the Agreement will automatically terminate upon termination of the Account Opening Agreement. We shall not be liable to you or any third party for any termination of your access to the Platform. Further, you agree not to attempt to use the Platform 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).

14.2 Notwithstanding anything contained in the Agreement, any provisions of the Agreement 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.

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15. GENERAL

15.1 Amendments to this Platform Agreement

We reserve the right to amend this Platform Agreement and the other documents consisting of the Agreement at any time. Upon any such change, we will post the amended terms on the Platform or we may also attempt to notify you via electronic or conventional mail. Your continued access to and/or use of the Platform following such posting and/or notice shall constitute your agreement to be bound by this Platform Agreement or other applicable Agreement document, as amended. If at any time you choose not to accept this Platform Agreement, including following any such modifications hereto, then you must stop using the Platform.

15.2 Severability

If any provision of the Agreement shall be found or held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

15.3 Governing Law

The Agreement shall be governed by the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction.

15.4 Non-waiver

Our failure to exercise or enforce any right or provision of the 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.

15.5 Entire Agreement

The Agreement and any supplemental terms, policies, rules and guidelines posted through the Platform including the Personal Data Protection Notice, constitute the entire agreement between you and us and supersede all previous written or oral agreements.

15.6 Headings

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

15.7 Non-assignment

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