

## **TERMS OF USE (ver1.0-March 2020)**

### **1. PURPOSE**

Welcome to the Rise Digital customer mobile app (the "Platform"). These Terms of Use govern your access and use of the Platform and the use of any services, information and functions made available by us at the Platform ("Services"). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as "Rise Digital hUb Terms and Conditions") and you must consent to the processing of your personal data as described in the Privacy Policy.

By accessing the Platform and/or using the Services, you agree to be bound by Rise Digital hUb Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to Rise Digital hUb Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.

The Terms of Use stated herein constitute a legal agreement between you and Rise Digital Sdn Bhd, Level U6, Block C5, Solaris Dutamas, No.1, Jalan Dutamas 1, 50480 Kuala Lumpur, Malaysia ("Rise Digital hUb", "we", "us" or "our").

Rise Digital hUb reserves the right, to change, modify, add, or remove portions of these Terms of Use and/or Rise Digital hUb Terms and Conditions at any time. Changes will be effective when posted on the Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

### **2. USE OF THE PLATFORM AND/OR SERVICES**

We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

Content provided on this Platform is solely for informational purposes. Product representations expressed on this Platform are those of the vendor and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions.

Certain services and related features that may be made available on the Platform may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. Rise Digital hUb shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

To use the Platform and/or the Services, you must be eighteen (18) years of age or over. If you are under eighteen (18) years old, you must get a supervision by a parent or guardian, failing which, we shall not be liable for anything arising therefrom.

You shall not misuse the Platform. You shall not commit or encourage a criminal offence, transmit or distribute a virus including but not limited to trojan horse, worm, logic bomb or post any other

materials on the Platform which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene, corrupt data, cause annoyance other users, infringe upon the rights of any other person's proprietary rights or send any unsolicited advertising or promotional material. We reserve the right, at our own discretion, to prevent you from using the Platform.

We reserve the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate;
- (b) prevent or restrict access of any an authorised user to the Platform and/or the Services;
- (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- (d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

### **3. USER SUBMISSIONS**

You grant us a non-exclusive licence to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your username, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

### **4. REGISTRATION FOR THE ACCOUNT**

Why register

You need to register to use much of the functionality of the Platform or to access much of the Services.

How to register

To register, you need to supply us with your name, identity number, contact details, email address, payment details and/or some other personal information that is required and/or necessary. You agree to provide true, accurate, current and complete information in any registration form of the Platform and to maintain up-to-date information which is true, accurate, current and complete at all times by making changes, additions or deletions to your user account, as required. You shall not misuse the Platform by creating multiple user accounts and we reserve the right to decline a new registration or to cancel a registered account at any time if we may deem fit. By submitting your personal information to register, you acknowledge that you agree and accept our personal data notice and expressly consent to authorize us to process your personal data for such purposes as set out in the notice. Please see our Privacy Policy for more details about this.

Passwords

Once you register with the Platform, we are required to create password to your account. You must keep the password confidential and immediately notify us if any authorized third party becomes aware of that password or if there is any unauthorized use of your email address or your account or any breach of security known to you. You agree that any person to whom your

username or password is disclosed is authorized to act as your agent for the purposes of using (and/or transacting via) your account. Please note that you are entirely responsible if you do not maintain the confidentiality of your password.

#### Valid email address

Your account must be registered with a valid email address that you access regularly, so that, among other things, administration emails can be sent to you. Any accounts which have been registered with someone else's email address or with temporary email addresses may be closed without notice. We may require you to validate your account if we believe you have been using an invalid email address.

#### Closing accounts

Subject to any other provisions hereinafter contained, we reserve the right to close your account if you are seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple registration accounts, or if a non-registered user pretends to be a re user, or disrupts the Platform or the Services in any way.

#### Multiple logins

If you use multiple logins or accounts for the purpose of disrupting a community or annoying other users, we reserve the right to take any action which we deem fit against your account, your use of the Platform and/or any of the Services.

### **5. RULES ABOUT USE OF THE PLATFORM AND THE SERVICE**

We will use reasonable endeavors to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Platform will be free of faults and we do not accept liability for any errors or omissions. In the event of an error or fault, you should report it by email to: [help@risedigital.my](mailto:help@risedigital.my)

We do not warrant that your use of the Services or the Platform will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Services or the Platform will be transmitted accurately, reliably, in a timely manner or at all.

We do not give any warranty that the Services or the Platform is free from viruses or anything else which may have a harmful effect on any technology.

We will use reasonable efforts to allow uninterrupted access to the Services and the Platform, however we shall not be held liable in the event access to the Services and the Platform may be suspended, restricted or terminated at any time.

We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services or forming part of the Services from time to time. Your access to the Platform and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. We assume no responsibility for functionality which is dependent on your browser or other third party software to operate (including, without limitation, RSS feeds). For the avoidance of doubt, we may also withdraw any information from the Platform or Service at any time.

We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of any of these Terms and Conditions.

### **6. SUSPENSION AND TERMINATION**

If you (or any other third party authorized by you) use the Platform and/or the Services in contravention of this Rise Digital hUb Terms and Conditions, we may suspend your use of the Services and/or the Platform (in whole or in part).

Upon suspension of usage, we may refuse to restore the Services or the Platform until we receive an assurance from you, in the format that we deem acceptable that there will be no further breach of the provisions of this Rise Digital hUb Terms and Conditions.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone who is in breach of this Rise Digital hUb Terms and Conditions.

Without limitation to anything else in this clause, we shall be entitled to immediately or at any time (in whole or in part) to suspend your use of the Services and/or the Platform and/or suspend the use of the Services and/or the Platform for persons we believe to be connected (in whatever manner) to you if:

- (a) you commit any breach of this Rise Digital hUb Terms and Conditions;
- (b) we suspect, on reasonable grounds, that you have, might or will commit a breach of this Rise Digital hUb Terms and Conditions; or
- (c) we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

Notwithstanding any other provisions hereinafter contained, we may terminate or suspend your use of the Platform and/or Services at any time.

Our right of termination and/or suspension herein shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## **7. INDEMNITY**

You shall defend, indemnify and hold us and our affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Platform and/or Services or the placement or transmission of any message, information, software or other materials through the Website by you or related to any violation of this Rise Digital hUb Terms and Conditions by you or authorised users of your account.

## **8. TRADEMARKS AND COPYRIGHTS**

All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as "Intellectual Property") shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.

No part or parts of the Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

## **9. LIMITATION OF RESPONSIBILITY AND LIABILITY**

The Platform and all data and/or information contained therein and/or the Services are provided on an “as is” and “as available” basis without any warranties, claims or representations made by Rise Digital hUb of any kind either expressed, implied or statutory with respect to the Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only.

Rise Digital hUb and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- (a) the accuracy, completeness, fitness for purpose or legality of any information accessed using the Service or Platform or otherwise;
- (b) any access, use and/or inability to use the Platform or the Services;
- (c) reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;
- (d) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
- (e) any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

We shall have no Liability for:

- (a) loss of revenue;
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of the use of money;
- (e) loss of anticipated savings;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of goodwill;
- (i) loss of reputation;
- (j) loss of, damage to or corruption of data; or
- (k) any indirect or consequential loss; and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, Clauses 9(a) to (j) above shall apply whether such losses are direct, indirect, consequential or otherwise.

Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable, therefore.

## **10. HYPERLINKS**

For your convenience, we may include hyperlinks to other websites or content on the Platform that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

## **11. GENERAL**

Interpretation

In this Rise Digital hUb Terms and Conditions:

- (a) words denoting persons includes natural persons, partnerships, limited liability partnerships, bodies corporate and unincorporated associations of persons;
- (b) the headings and titles for each clause are purely for ease of reference and do not form part of or affect the interpretation of this Agreement; and
- (c) references to “include” and “including” shall be deemed to mean respectively “include(s) without limitation” and “including without limitation”.

#### No partnership/agency

Nothing in this Rise Digital hUb Terms and Conditions shall be construed to create a joint venture, partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

#### No other terms

Except as expressly stated in this Rise Digital hUb Terms and Conditions, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

#### Assignment

You shall not assign or delegate or otherwise deal with all or any of your rights or obligations under this Rise Digital hUb Terms and Conditions without our prior written consent. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under this Rise Digital hUb Terms and Conditions to any person.

#### Force majeure

We shall not be liable for any breach of our obligations under this Rise Digital hUb Terms and Conditions where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labor dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

#### Entire agreement

This Rise Digital hUb Terms and Conditions contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the establishment of formation of contract contemplated herein except as expressly stated in this Rise Digital hUb Terms and Conditions. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Rise Digital hUb Terms and Conditions (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform this Rise Digital hUb Terms and Conditions) and that party's only remedies shall be for breach of contract as provided in this Rise Digital hUb Terms and Conditions. However, the Service is provided to you under our operating rules, policies, and procedures as published from time to time on the Platform.

#### No waiver

No waiver by us of any default of yours under this Rise Digital hUb Terms and Conditions shall operate or be construed as a waiver by us of any future defaults, whether or a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way release, discharge or otherwise affect your liability under this Rise Digital hUb Terms and Conditions.

## Notices

Unless otherwise stated within this Rise Digital hUb Terms and Conditions, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than, if you are sending a notice to us for the purpose of legal process) sent by fax or by pre-paid post, to you at the address you supplied to us or to us at our registered office.

## Third party rights

All provisions of this Rise Digital hUb Terms and Conditions apply equally to and are for the benefit of Rise Digital Sdn Bhd, its subsidiaries, any holding companies related to Rise Digital Sdn Bhd, its (or their) affiliates and its (or their) third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that this Rise Digital hUb Terms and Conditions may be varied or rescinded without the consent of those parties). Subject to the previous sentence, no term of this Rise Digital hUb Terms and Conditions is otherwise enforceable pursuant to the relevant local governing laws by any person who is not a party to it.

## Survival

In any event, the provisions of Clauses 7, 8 and 9 of this Rise Digital hUb Terms and Conditions, together with the relevant provisions that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the Rise Digital hUb Terms and Conditions or your use of the Platform and/or Services. In the event you use the Platform or the Service again, then the provisions of the terms and conditions that then apply will govern your re-use of the Platform or the Service.

## Severability

If any provision of this Rise Digital hUb Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this agreement shall not be affected.

## Governing law

This Rise Digital hUb Terms and Conditions (and all non-contractual relationships between you and us) shall be governed by and construed in accordance with the laws of Malaysia and both parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.