

TERMS AND CONDITIONS - PLATFORM

AS AT 30 JUNE 2023:

1. General Terms and Conditions

These terms and conditions (“Agreement”) are applicable to the platform that is accessible via mobile application and the portal (when available) (“Platform”) for trading of electronic representations of commodities (“Commodities”). The Agreement applies to the use of the Platform and materials, functions and features offered on the Platform. By registering for and accessing the Platform and continuing to access Platform, you agree to the terms of this Agreement (and any amended version) just as if you had signed it.

2. Changes to Agreement

Bursa Malaysia Digital Sdn Bhd (formerly known as BM Digital Sdn Bhd) and/or its related companies (collectively known as “Bursa Malaysia”) reserves the right to change this Agreement, and to modify, add or discontinue any aspect, content or feature of the Platform from time to time, for any reason. The amended version of the Agreement will be posted on the Platform. Please review this Agreement from time to time so that you will be apprised of any changes. You can determine when this Agreement was last revised by referring to the "AS AT" legend at the top of this Agreement. When using the Platform, you agree that you are subject to any additional posted rules, guidelines, terms and conditions relating to the Platform, which are hereby incorporated by reference into this Agreement.

3. Registration

To access and utilise the Platform, you will be required to register on the Platform. If you do not agree to be bound by this Agreement, please exit the Platform, discontinue use of the Platform and/or do not proceed to register for Platform.

As part of the registration, you will be required to provide certain information. All information provided for registration must be accurate, truthful and updated.

You shall be solely responsible for maintaining the confidentiality and security of your password. You are fully responsible for all usage or activity on your account or use of your username and/or password. You are not allowed to disclose or share passwords.

By registering for and/or using for the Platform, you agree to the following:

- a) You shall be solely responsible for your use of the Platform.
- b) You shall comply with the rules governing the Platform (“Platform Rules”) and comply with all applicable laws including but not limited to those concerning financial services and electronic communication.

4. Notifications and Transmission of Information via the Platform

You agree and understand that receipt of any notification in relation or in connection with any service, function or feature in the Platform may be delayed, or prevented by factors affecting internet service provider(s), phone operator(s), and such relevant entities (“Third Party Service Providers”). You agree and understand that all matters between the Third Party Service Providers and you are solely between the Third Party Service Providers and you. Bursa Malaysia make no representations or warranties whatsoever with regard to Third Party Service Providers’ products and services. You understand and agree that Bursa Malaysia will not be liable for losses or damages arising from non-delivery, delayed delivery, or mis-delivery of any notice.

Bursa Malaysia may provide notifications by third parties or its own notifications. It does not perform screening, editing or reviews of notifications by issuers nor does it endorse or approve the aforementioned.

You understand that all transmission methods involve the risk of possible unauthorized alteration of data, unauthorized usage thereof for whatever purpose, or contents becoming known to third parties and you agree to absolve Bursa Malaysia from all liabilities arising from or related to the aforementioned and agree to hold Bursa Malaysia, free and harmless from all losses, costs, damages and expenses that may be suffered by you due to any errors, delays or problems in transmission or unauthorized or illegal interception, alteration, manipulation of electronic data or otherwise caused by using e-mail as a means of transmission.

5. Disclaimers

You agree that the use of the Platform is at your sole risk and acknowledge that the Platform and anything contained within the Platform are provided “as is” and Bursa Malaysia makes no representation or warranty of any kind, express or implied.

Bursa Malaysia, its employees, directors, agents, service providers and third party content Providers (“TCP”) shall not be liable for any loss of data in the Platform whatsoever, including any inadvertent corruption, erasure of data transmitted or received or stored on the Platform, mistakes, omissions, interruptions or deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to Acts of God, communication failure, theft, destruction or unauthorised access to the Platform.

In no event shall Bursa Malaysia, its employees, directors, agents, service providers or TCPs be liable in respect of any claim arising out of or relating to the Platform, including, but not limited to, (i) any decision made or action taken by any users in reliance upon any content, (ii) any access, use or inability to access or use the the Platform, (iii) any system or server or connection failure, error or omission, interruption, delay in transmission, or computer virus; and/or (iv) any use of or access to any other the Platform linked to the Platform, or for any damages suffered, whether

direct, consequential, special, punitive, indirect or otherwise, notwithstanding having been advised of the possibility of such damages. This exclusion clause shall take effect to the fullest extent permitted by law.

6. No Investment Advice and Suitability of Content

None of the content in the Platform provides investment, tax or legal advice and/or amounts to investment advice. Nothing in the Platform is to be construed as an offer, solicitation or recommendation to any person or class of persons to buy any of the Commodities or class of Commodities referred to in the Platform. You acknowledge that the contents, functions or features provided in the Platform do not aim to provide advice tailored to any individuals or to their needs. You are advised to seek independent professional advice prior to taking any investment or investment related decisions.

Any information howsoever presented and provided on the Platform are strictly of a general nature only, and shall not under any circumstances be construed as providing any endorsement, recommendation, opinion or indication by Bursa Malaysia as to the merits any broker, product and service or company. Bursa Malaysia shall not be liable for any loss, claims and damages arising from reliance by you on such information.

7. Intellectual Property and Use of Content

The materials and content displayed and contained in the Platform, which may include (without limitation) all information, data, materials, graphics, price or other information as well as any software programs available on or through the Platform ("Content" or "Contents" as the context may require), are protected by copyright, trade mark and/or other intellectual property laws, unless where expressly indicated to the contrary. You agree not to infringe and to protect the intellectual property rights of Bursa Malaysia and any TPCP and agree to comply with all contractual, statutory and common law rights in respect of any Content.

The "Bursa Malaysia Berhad" name and the Bursa Malaysia logo are trademarks of Bursa Malaysia. All other trademarks, product names, brand names, company names, titles, copyrights or logos referred to in the Platform are the trademarks, product names, brand names, company names, titles, copyrights or logos of their respective owners. All these marks are used purely in editorial fashion only without any intention for infringement, and inure to the benefit of the respective owners. No permission is given by Bursa Malaysia in respect of the use of any trademarks, product names, brand names, company names, titles, copyrights or logos on the Platform.

You acknowledge that the Platform and its Contents, including but not limited to the text, photographs, graphics and any audio or video applications, are designed and presented by Bursa Malaysia in a format and appearance unique to Bursa Malaysia. The said look and feel is protected by copyright, trademark and/or other applicable intellectual property laws.

Use of any robot, spider, other automatic device or manual process to monitor or copy the pages on the Platform or the Content is strictly forbidden. You may not mirror this the Platform or any Content contained in the Platform without prior written consent by Bursa Malaysia.

8. Indemnification

You agree to indemnify, defend and hold harmless Bursa Malaysia, its agents and service providers and TPCP from and against all losses, expenses, damages, claims and costs, including legal fees arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Platform; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Platform, including the information obtained through the Platform.

9. Participation in the Platform

If you use the functions and features of the Platform or post any Content on the Platform, you agree that you:

- (i) shall not impersonate any person or entity or misrepresent any affiliation with any person or entity;
- (ii) shall not post, link to or otherwise publish any messages containing any form of advertising or promotion for goods and services or any chain messages or “spam”.
- (iii) shall not post, link to or otherwise publish messages or content which are defamatory, false, unlawful, threatening, abusive, unreliable, libellous, harassing, vulgar or otherwise objectionable;
- (iv) shall not post or otherwise publish any messages that contain a virus or other harmful components;
- (v) shall not post or transmit any messages that contain software viruses, files or codes capable of interrupting, destroying or limiting the functionality of the Platform or any computer software or equipment;
- (vi) shall not post, link to or otherwise publish materials that are the subject matter of any copyright or other intellectual property rights claimed or owned by any third party;
- (vii) shall not post, link to or otherwise publish any messages with recommendations to buy, or refrain from buying a particular securities or derivatives product unless you have a license to do so;

- (viii) shall not post or otherwise publish any messages unrelated to the Platform;
- (ix) shall not post, link to or otherwise publish information that is price-sensitive and protected by insider dealing rules, business trade secrets, proprietary information and information which may embarrass or harm others, financially or otherwise;
- (x) shall not use the Platform for any unlawful or illegal activities;
- (xi) shall not collect or store other visitor's or registrants or any other party's personal data;
- (xii) shall not restrict or inhibit any other visitor or registrant from using the Platform;
- (xiii) shall not do any act or omit to do any act that may result in damage to Bursa Malaysia's or any other third party's reputation and goodwill; and
- (xiv) shall not make any defamatory remarks, statements or insinuations, or any remarks or statements or do or omit to do any act which may prejudice any third party or Bursa Malaysia.

10. Use of Cookies and other Electronic tools

Bursa Malaysia, its agents and service providers may place, view, and use cookies, web server logs, web beacons or other electronic tools to collect statistical and other information about your use of the Platform. This information may include information about the IP address of your computer, browser type, language, operating system, your mobile device, geo location data, the state or country from which you accessed the Platform, the web pages, the date and time of a visit.

11. Collection and use of Personal Data by Bursa Malaysia

Bursa Malaysia collects personal information from the registration process or through any other activities held on the Platform. Your personal data (as defined in the Personal Data Protection Act 2010) collected by Bursa Malaysia via the Platform is protected under the Personal Data Protection Act. The Personal Data Notice that is posted on the Platform describes the purposes your personal data may be used for and to whom your personal data may be disclosed.

12. Suspension of Access to the Platform (or any part thereof) and Termination of Access to the Platform (or any part thereof)

You may terminate your registration on the Platform in the manner stipulated by the Platform Operator (as defined in the Platform Rules).

The Platform Operator may suspend or terminate your access to all or any part of the Platform, with immediate effect if, in the sole opinion of the Platform Operator: a) you have breached any of these terms or conditions; b) you have at any time provided any false or incomplete

information; c) it is suspected that an Account (as defined in the Platform Rules) has been accessed in an unauthorised manner or that the security of your Account has been compromised in any way; d) it is illegal or not in the public interest to continue providing access to the Platform for any reason whatsoever; e) you die or are declared a bankrupt; or f) Platform Operator decides to withdraw or terminate all or part of the functions, features of the service or terminate access to the Platform; or (g) your Account is closed.

In the event of termination of an Account or access to all or part of the functions and features in the Platform, for whatever reason, Bursa Malaysia shall not be liable to any you or third party for any failure and any consequence arising from such failure to access, use or provision of all or part of the functions, features of the Platform. Upon termination of access to the Platform, any and all rights granted to you will automatically terminate.

13. Severability.

If any provision is found or held to be invalid or unenforceable, then the meaning of such provision, shall be construed to the fullest extent allowed by the law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

14. No Waiver

Bursa Malaysia's failure to insist upon or enforce strict performance of any provisions of these terms and conditions, shall not be construed as a waiver of any provision or right.

15. Governing Law.

Any dispute between you and Bursa Malaysia shall be governed by Malaysian law and you submit to the exclusive jurisdiction of the Malaysian courts.