

## **TERMS OF USE**

Please read these terms carefully. By accessing the [www.fundaztic.com](http://www.fundaztic.com) website (hereinafter referred to as “the Website”), you acknowledge and agree to be bound by the following terms and conditions.

### **1. TERMS AND CONDITIONS**

All activities, submissions, postings or transmissions on or through the Website will be subject to this Terms of Use and Privacy Notice, as well as any other disclaimers, qualifications, limitations, declaration etc posted on the Website.

For the purpose of this Terms of Use:

- “*user(s)*”, “*you*”, “*your*” means any person who uses and/or access the Website for any reason whatsoever and includes representatives or persons purporting to act on behalf of a company or entity, or where the context otherwise requires, refers to the company or entity itself.
- “*user account*” means the specific account allocated to a user which have been registered on the Website.
- “*we*”, “*Our(s)*”, “*us*” means Peoplender Sdn. Bhd.

### **2. USER CONTENT**

You are solely and entirely responsible for all information, photos, profiles, messages, details (whether of your own or otherwise) that you upload, publish, provide, share or display via the Website (collectively refer “User Content”).

When posting or submitting any User Content via the Website, you represent and warrant that you own or have otherwise obtained all necessary rights, permission, authorisation, or licenses to do so.

You shall not transmit, upload, share or publish to the Website any materials which are illegal, false, inappropriate, derogatory, offensive, abusive, defamatory or which may give rise to civil or criminal liability or infringe the rights of any third party.

You understand and agree that we may, but are not obligated, to review, delete, remove any User Content and/or suspend or terminate your user account or profile without notice if in our opinion such User Content violates this Terms of Use.

All User Content are subject to the Privacy Notice which can be found at <https://www.fundaztic.com/privacy-notice>

### 3. WEBSITE CONTENT AND PROPRIETARY RIGHTS

All contents of the Website, including but not limited to information, data, articles, features, images, icons, audio, video, links to third party sites or otherwise etc (“Website Content”) are provided on an “As Is” and “As Available” basis without any representations or warranty (whether implied, express or statutory) on the truth, accuracy, completeness, compatibility, reasonableness or sources of such Website Content.

Inclusion or links to any Third Party Site or any Third Party Content does not imply approval or endorsement by us and you shall access and evaluate those information at your own risk.

All Website Content are protected by copyright laws, trademarks or other information and intellectual property rights, and are either owned or controlled by us, or the respective owners or providers of the said Website Content. Any alterations, copying, distribution, transmission, display, reproduction, publishing, linking of any part of the Website or Website Content in any manner is strictly prohibited without our prior written consent.

Personal and business information of other members posted on the Website are for your own personal knowledge ONLY. You are not authorized to use or otherwise disclose such information to any third parties for any other purpose whatsoever.

### 4. DISCLAIMER AND NON- LIABILITY

By using this Website you agree and accept that we shall not be responsible or liable under any circumstances for any consequential loss or damages (whether direct, indirect, foreseeable or non-foreseeable) caused by or arising from the following:

- any error, problems, delay or technical malfunction of any system, software and hardware, servers, providers, features, network, equipment, devices howsoever caused.
- the conduct of any user accessing the Website or services offered through the Website, whether online or offline.
- your use or reliance of the information and material contained in our Website, Website Content or from your access to linked websites.
- false, incorrect, incomplete information or any misrepresentation or infringement of third party rights relating to the use or reliance on any part of the Website Content or User Content.
- any improper or unlawful third party act including but not limited to theft, fraud, hacking, unauthorized access or use of the Website due to any reason whatsoever at any time.
- any rejection, revocation, cancellation, termination, suspension, blocking of any user account, requests, application or any outcome or result whatsoever whether determined by us otherwise.
- any incident or occurrence caused under circumstances where a disclaimer of liability or warranty has been specifically made under this Terms of Use.
- any breach of this Terms of Use.

Nothing in the Website constitutes an offer to sell any investment offers, securities, loans and other services of whatever nature and you cannot under any circumstances be relied upon for investment dealings or decisions of whatever nature.

We make no warranty of any kind either implied, express or statutory, including but not limited to warranty of ownership, non-infringement, satisfactory quality, suitability or eligibility, re-payment, returns, results, debt collection nor do we warrant that the Website, any software and hardware will be free of bugs, errors, viruses or other defects.

You hereby undertake to fully indemnify us for any damages, losses, expenses and cost that may arise (whether direct or indirectly) due to you committing a breach of any provisions of these Terms of Use. Your obligation to indemnify us shall be in addition to and without prejudice to other rights and remedies available to us whether under contract, common law or otherwise.

## **5. CONSENT TO ELECTRONIC TRANSACTIONS AND SIGNATURES**

You agree that all businesses, signatures, communications, notices, instructions and messages transacted and executed electronically through the Website shall be deemed properly executed and received.

## **6. USER REPRESENTATIONS**

Without prejudice towards your other obligations under this Terms of Use, you further represent and warrant that you:

- are eighteen (18) years of age or older (applicable to natural persons only).
- will not damage, disable, overburden, hack or impair the Website or interfere with any other user's use and enjoyment of it.
- will not destroy or cause harm or limitation to the functionality of any computer software or hardware operating or accessing the Website, such as infecting them with viruses, computer "worms", Trojan, spyware, keyloggers or any other malicious software.
- will not upload, submit, publish, share, send or post any unsolicited or unauthorised materials on or vide the Website including but not limited to spam or chain mails, advertising or promotional materials or any other form of solicitation.
- will not contact any members of the Website directly to enter into any lending transactions outside of the services provided on the Website.
- will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or authority to act on behalf of any person or entity.
- will not register for a user account for another user or operate a user account or sign a document required by the Website for the benefit of any person or entity who is not eligible to do so.
- will only use the Website for lawful purposes and will not be involved in any unlawful activities including but not limited to money-laundering, fraud, scams, cyber crime and any other criminal acts.

## **7. OUR RIGHTS**

In addition to and without prejudice towards other rights and remedies we may have in contract or in law or otherwise, in the event you are found to have breached any of the terms

contained in this Terms of Use, we shall have the right to revoke, suspend or terminate your user account, cancel or revoke any approval or requests for services granted by us and/or block or bar your access to the Website.

In the event we fail, delay or neglect to enforce any provision, right or remedy under this Terms of Use, it shall not be construed as a waiver of our rights to enforce the same.

## **8. MODIFICATION AND REVISION**

We reserve the right to modify the content, features and functionality of the Website and to limit or deny access to all or part of the Website at any time, for any reason, without prior notice, and will not be liable in any way to you, your company or any third party for any loss, liability or consequences of such actions.

We may revise this Terms of Use at any time and you agree that your use or continuing use of the Website shall constitute your acceptance of such changes.

## **9. USER DISPUTES**

You are solely responsible for your interactions and communications with other users of the Website. We reserve the right, but have no obligation, to resolve disputes between you and such other users.

## **10. SEVERABILITY**

If any provision under this Terms of Use shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## **11. APPLICABLE LAW AND JURISDICTION**

This Terms of Use and contents relating to the Website shall be governed and construed in accordance with Malaysian laws.