

## Membership Terms of Services

*Effective from: 25 March 2015*

### Summary

This section summarises the terms and is provided to help your understanding of the terms of services. Throughout this document, reference to [www.ivsachart.com](http://www.ivsachart.com) and its owners will be referred to as "iVSACHart" and all user of [www.ivsachart.com](http://www.ivsachart.com) and associated websites will be referred to as "Member".

iVSACHart provides a suite of services ("Services") to the Member and the Services are provided "as is" and there are no warranties of any kind. There is no liability on iVSACHart for any damages arising from Member use of the Services.

By registering as a Member of iVSACHart, you signify your acceptance to enter into the agreement of membership with iVSACHart and be bounded by the membership terms of services set out fully in this document. These Terms of Services ("Terms") govern Member use of Services provided by iVSACHart. If you do not agree to these terms of services, please do not register or access iVSACHart website or any pages thereof.

### Nature of Services

iVSACHart strongly encourages its Member to consult a licensed financial advisor before making any investment. Neither iVSACHart nor any of its partners and affiliates will be responsible for any investment decision made by its Member.

iVSACHart is not an investment advisory service and does not suggest to its Member what they should buy or sell. iVSACHart does not claim to own or not own any of the securities shown in or commented on its website. iVSACHart does not list stocks as a buy or sell. This website lists stocks to be watched, discussed, and researched by its Member. iVSACHart or any of its partners and affiliates is not obligated to report any positions or trades they have made to the Member of this website.

### iVSACHart Account

In order to use the Services, Member will need to register for an iVSACHart account. During registration, Member will be asked to set a password and are responsible for keeping the password confidential and for all activities that happens through Member iVSACHart account. iVSACHart is not responsible for any losses arising out of unauthorized use of Member iVSACHart account.

### Proprietary Rights

iVSACHart does not grant Member any intellectual property rights for the Services provided via its and associated websites. For example, these Terms of Services do not provide the right to use any of iVSACHart's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. Member may not redistribute, remake, or reproduce any part of its and associated websites in any way, shape or form without the written consent of iVSACHart.

### Disclaimer

Member agrees that the use of any part of the Services is of their sole risk. Neither iVSACHart, its affiliates, nor any of their respective employees, agents, third-party content providers, or licensors warrants that the use of iVSACHart will be error free. iVSACHart does not endorse or is responsible for the accuracy or reliability of any opinion, comment or statement on its and associated websites. It is the Member's responsibility to evaluate all contents on their own.

The Services, materials, information and data made available on iVSACHart including facts, views, advice, analyses, opinions and recommendations of individuals and organisations are provided and made available for general information purposes only. It is not intended as investment advice and must not be relied upon as such. iVSACHart, its partners and information providers are not giving or purporting to give or representing or holding ourselves out as giving financial, investment, tax, legal and other professional advice.

While all attempts have been made to make the information in the Services correct, however iVSACHart do not guarantee its accuracy and completeness. All data is given on good faith but without legal responsibility. Member should always seek advice from a licensed investment adviser before any investment decision. All securities investment carries an element of risk and Member can lose its capital.

iVSACHart cannot and do not endorse, and cannot be responsible for, the messages, views, advice, analyses, opinions and recommendations of its information providers, members, any individuals or organisations, or advocate any commercial dealings in any securities, investments or classes of securities or investments nor does the inclusion in the Services of a link to other website(s) or resources imply any form of endorsement by iVSACHart.

No such data, news, information, reports or opinions or recommendation provided via the Services is to be construed as an offer, solicitation or recommendation to any person or class of persons to buy any of the securities or class of securities referred to in the Services or to use the services of any advertiser herein. iVSACHart accepts no liability for any loss arising out of the use of the information on its and associated website.

The information and data available on the Services presented in text, graphics or whatever form may include inaccuracies or errors and iVSACHart, its partners and information providers reserve the right to periodically make changes to the information or data on the Services.

Due to the inherent hazards of electronic distribution, Member agrees and accepts that the Services may be unavailable from time to time due to required maintenance, telecommunications or electronic or other systems failures or interruptions (whether of iVSACHart or any third party) or other disruptions. iVSACHart shall not be liable to member for any loss or inconvenience suffered by member as a result thereof.

### Privacy Policy

Member privacy is an important factor that iVSACHart considers in the development of our products and services. When Member give us information, we will use it in the ways for which Member have given us permission. Generally, we will use Member information to contact Member and help us in the provision and ongoing improvement of our products and services to Member.

Membership information collected from Member may be used in one of the following ways:

- To personalize your experience - better understanding of Member's profile can help iVSACHart to better respond to your individual needs
- To improve our website - iVSACHart continually strive to improve our website and services based on the information and feedback received from Member
- To improve customer service - Member's information can allow iVSACHart to be more effective in responding to Member's requests and needs
- To send periodic emails - iVSACHart will communicate to its Member on updates pertaining to Member's orders and requests; iVSACHart and its associated partners new services and promotions.

iVSACHart does not sell or trade your personal information to external parties. However, this does not include trusted and associated third parties that are required assist iVSACHart in supporting our website, conducting our business, or servicing our Member. iVSACHart may also release Member's information when iVSACHart believes the release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Refund Policy

In the event that Member decides to terminate the iVSACHart account, the following refund policy shall apply.

Subscription Period (Month)	Payable Period (Month)	Refund Policy	Example
3	3	No refund for subscription period equal to or less than 3 months	Not applicable
6	5.5	<ul style="list-style-type: none"> <li>No refund for first 3 months subscription fee and local government taxes (if applicable)</li> <li>Any partially-used month will be considered full month</li> <li>Refund for remaining months:                             <ul style="list-style-type: none"> <li>If used for &lt; 3 months: after deducting 3 months, 50% of remaining payable period will be refunded</li> <li>If used &gt; 3 months: after deducting the used months, 50% of remaining payable period will be refunded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><b>Example 1:</b> Subscription Period = 6 months and cancel subscription on the 1<sup>st</sup> month                             <ul style="list-style-type: none"> <li>Month used = 1 month (&lt; 3 months)</li> <li>Payable Period = 5.5 months</li> <li>Remaining Payable Period = 5.5 - 3 = 2.5</li> <li>Refund Amount = 2.5 x 50% = 1.25 x Discounted Fee Per Month</li> </ul> </li> <li><b>Example 2:</b> Subscription Period = 12 months and cancel subscription on the 6<sup>th</sup> month                             <ul style="list-style-type: none"> <li>Month used = 6 months (&gt;3 months)</li> <li>Payable Period = 10 months</li> <li>Remaining Payable Period = 10 - 6 = 4</li> <li>Refund Amount = 4 x 50% = 2 x Discounted Fee Per Month</li> </ul> </li> </ul>
12	10		
24	18		

Termination

These Terms of Services will continue to apply until ended by either Member or iVSACHart. Member can choose to end them by deactivating Member’s iVSACHart account and discontinuing Member’s use of the Services, provided Member has no outstanding payment that is due to iVSACHart.

iVSACHart reserves the right to terminate this agreement at any time and discontinue any services. We may suspend or terminate Member’s access to the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) Member has violated these Terms of Services, (ii) Member creates risk or possible legal exposure for iVSACHart; or (iii) our provision of the Services to Member is no longer commercially viable.

In all such cases, these Terms of Services shall terminate, including, without limitation, Member’s rights to use the Services, except that the following sections shall continue to apply: Indemnification, Limitation of Liability, Miscellaneous.

### Indemnification

Member agrees to defend, indemnify and hold harmless iVSACHart, its contractors, contributors, licensors, and partners, and their respective directors, officers, employees and agents ("Indemnified Parties") from and against any and all third party lawsuit, claims and expenses, including attorneys' fees, arising out of or related to Member use of the Services (including, but not limited to, from any content uploaded by Member).

Member shall indemnify iVSACHart and all of its Indemnified Parties against any and all Loss suffered by iVSACHart to any person as a result of any posting made by member in relation to the Services or any breach of this Agreement.

By using any part of iVSACHart, Member agrees to take full responsibility for anything that occurs before, during, and after the use of its & associated websites. iVSACHart, its employees, its officers, and its agents are harmless from any lawsuit, claim, or damages arising from Member's use of its and associated websites.

### Limitation of Liability

The services are provided "as is" with all faults. iVSACHart and the indemnified parties hereby disclaim all warranties, whether express or implied, including without limitation warranties that the services are free of defects, merchantable, fit for a particular purpose, and non-infringing. Member bears the entire risk as to selecting the services for Member purposes and as to the quality and performance of the services, including without limitation the risk that Member content is accidentally lost or corrupted or that someone else accesses Member's account without Member authorisation. This limitation will apply notwithstanding the failure of essential purpose of any remedy.

iVSACHart and the indemnified parties will not be liable for any indirect, special, incidental, consequential, or exemplary damages arising out of or in any way relating to the use of Services or inability to use the Services, including without limitation direct and indirect damages for loss of goodwill, work stoppage, lost profits, loss of data, and computer failure or malfunction, even if advised of the possibility of such damages and regardless of the theory (contract, tort, or otherwise) upon which such claims is based.

iVSACHart is neither responsible nor liable to Member for interruptions, any data that are erased, deleted or cannot be retrieved from Member account for any reason whatsoever, suspension or termination of the Services for any reason whatsoever, whether or not within its control, including but not limited to the failure of connection to its website, acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion, acts or regulations by the government or failure, termination or cessation by third parties to provide data that form part of the Services and any force majeure reasons.

iVSACHart will not be liable to Member for any refunds of subscription fee, or any other claims or for any costs incurred by the Member in obtaining substitute services, nor for any loss of profits or business or other direct,

special, indirect, incidental or consequential damages, even if iVSACHart has been advised in advance that such loss may occur. iVSACHart has no liability to Member for interruption of Services arising from Member's own act, negligence or omission.

#### Miscellaneous

These Terms of Services constitute the entire agreement between Member and iVSACHart concerning the Services and are governed by the laws of Malaysia. If any portion of these Terms of Services is held to be invalid or unenforceable, the remaining portions will remain in full force and effect. In the event of a conflict between a translated version of these Terms of Services and the English language version, the English language version shall control.

#### Modifications to these Terms

iVSACHart reserves the right to modify these Terms of Services as needed and is not obliged to report any modifications to its Member. The updated Terms of Services will be posted online. Member continued use of the Services after the effective date of such changes constitutes Member acceptance of such changes to these Terms of Services.