

Membership Terms of Services

Effective from: 31 July 2017

Summary

This section summarises the terms of service pertaining to the iVSAChart system and is provided to assist users to understand the same. For the purposes of this document, the www.ivsachart.com website along with the services offered through it and its owners and/or proprietors shall be referred to interchangeably as “iVSAChart” and all users and/or subscribers of the www.ivsachart.com website and/or its associated websites shall be referred to as “User(s)”.

iVSAChart® is a registered trademark of iVSA Mobile Technologies Sdn. Bhd. and may not be utilized, and/or reproduced in any form whatsoever without prior written permission of iVSA Mobile Technologies Sdn. Bhd.

iVSAChart provides a suite of services ("Services") to its User(s) which are proffered on as "as is" basis. iVSAChart does not, whether implied and/or otherwise provide warranties of any kind as regards the Services and User(s) hereby acquiesce that iVSAChart shall not be liable for any losses and/or damage incurred by the User(s) through their usage and/or subscription and/or reliance of the Services.

You agree that by signing up and/or registering and/or accessing and/or using the Services, you are entering into a legally binding agreement with iVSAChart and shall be bound by the Membership Terms of Services (“Terms”) contained herein. The terms shall apply to all Users of the Services, iVSAChart website and/or its associated websites.

Nature of Services

iVSAChart strongly encourages its User(s) to consult a licensed financial advisor before making any investment. User(s) are also advised not to predicate their investment decisions solely on the information received through the use of the Services. Neither iVSAChart nor any of its partners and/or affiliates shall be responsible for any investment decision made by its User(s).

iVSAChart does not provide any investment advisory service and does not advocate for any specific investments to be undertaken by its User(s). iVSAChart does not claim to own or not own any of the securities shown in or commented on its website and/or supporting services including but not limited to iVSAChart’s Users Chat Forum, Webinars, software training and courses held from time to time by iVSAChart’s personnel. iVSAChart does not list stocks as a buy or sell. This website lists stocks to be watched, discussed, and researched by its User(s). iVSAChart or any of its partners and/or affiliates is not obligated to report any positions or trades they have made to the User(s) of this website.

iVSAChart reserves the rights to add to and/or delete and/or change the features in its software and the provision of services without prior notice.

iVSAChart provides a complementary support service known as the iVSAChart Support Team. The support provided by the iVSAChart Support Team is strictly restricted to resolving issues related to the use of the iVSAChart software and the iVSA method in trading and investing in share markets only. Users are required to seek the assistance of third parties for technical difficulties relating to matters required for accessing iVSAChart but are not part of the services and products provided by iVSAChart, including but not limited to Internet Broadband access, difficulties in joining and/or participating in webinars, configuration for smartphones, tablets, laptops and computers devices, web browsers, social media software, etc.

The iVSAChart Support Team’s operating hours are between 9:00 am to 5:00pm from Monday to Friday based on time zone of Malaysia/Singapore, excluding all Malaysian public holidays.

iVSACHart Account

User(s) are required to register with iVSACHart for an account in order to use and/or subscribe to the Service. iVSACHart accounts are specific to an individual User and are not transferable. User(s) are strongly advised to:- (a) utilize a choose a strong and secure password containing alphanumeric characters; (b) keep your passwords secure and confidential; (c) not transfer any part of your account to third parties.

Intellectual Property Rights

All content included in or made available through iVSACHart is the property of iVSACHart and/or its associated websites. All rights are reserved by iVSACHart and its associated website. The User(s) may store, print and display the content supplied and/or made available by iVSACHart solely for the User(s)'s own personal use. The User(s) is not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to the User(s) or which appears on the iVSACHart. The User(s) shall not use any of the content supplied by iVSACHart in connection with any business or commercial enterprise.

iVSACHart does not grant the User(s) any intellectual property rights for the Services provided via its and associated websites. The User(s) must not use any part of the content on iVSACHart for commercial purposes without obtaining a license to do so from iVSACHart, including but not limited to any of iVSACHart's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. In the event of iVSACHart is required to commence legal proceedings against the User(s) for any infringement of iVSACHart's intellectually property rights, the User(s) shall indemnify iVSACHart for all costs and expense incurred by iVSACHart on a solicitor client basis for such proceedings.

Disclaimer

The content displayed on iVSACHart and its associated websites is provided without any guarantees, conditions and warranties as to its accuracy.

The User(s) agrees that the use of any part of the Services is of his/her 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 and/or is not responsible for the accuracy or reliability of any opinion, comment or statement on the Services, its and associated websites. It is the User(s)'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. User should always seek advice from a licensed investment adviser before any investment decision. All securities investment carries an element of risk and the User(s) agrees and/or takes cognizance of the fact that there may be a possibility that the User(s)'s capital may be lost from carrying out such investments.

iVSACHart cannot and/or do not endorse and/or cannot be responsible for, the messages, views, advice, analyses, opinions and recommendations of its information providers, users or 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, User(s) 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 user for any loss or inconvenience suffered by user as a result thereof.

Privacy Policy

User(s) privacy is an important factor that iVSACHART considers in the development of our products and services. By registering an account with and/or utilising the Services of iVSACHART's or its affiliated websites, the User(s) agrees to and/or grants iVSACHART permission to utilise the User(s)'s personal data provided by the User(s) to iVSACHART to assist it in the provision and ongoing improvement of iVSACHART's products and services to the User(s) in the manner stipulated below.

The personal data collected from User(s) may include Name, Country, City, Mobile Number and Email. These iVSACHART membership related information collected from the User(s) may be used in the following ways:

- To process the User(s)'s application and creation of iVSACHART account and/or services
- To personalize the User(s)'s experience - better understanding of User(s)'s profile can help iVSACHART to better respond to the User(s) individual needs
- To improve our website - iVSACHART continually strive to improve our website and services based on the information and feedback received from User
- To improve customer service - the User(s)'s information can allow iVSACHART to be more effective in responding to the User(s)'s requests and needs
- To communicate with User(s) - iVSACHART will communicate with the User(s) on updates pertaining to the User(s)'s enquiries and requests as well as iVSACHART and its associated partners new services and promotions for sales and marketing purposes
- To update the User(s)'s iVSACHART account profile and status.

iVSACHART will not share the User(s)'s information with any other organisations other than its associated third parties. In exceptional circumstances iVSACHART may be required to disclose personal information, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, or to enforce our site policies, or protect ours or others rights, property, or safety, or for law enforcement purposes. iVSACHART is committed to complying with the Personal Data Protection Act 2010. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

In the event that the User(s) is not agreeable to the usage of the User(s)'s personal information stipulated herein, the User(s) shall provide iVSACHART with written notification of the same whereupon iVSACHART shall cease and/or refrain from utilising the User(s)'s personal information in the manner set forth herein.

iVSACHART reserves the right to modify and change the privacy statements at any time. Any changes to this policy will be published on iVSACHART.

Refund Policy

a) iVSACHART Software Subscription

Subscription Period (Month)	Payable Period (Month)	Refund Policy for iVSACHART® Software Subscription	Example
6	5.5	No refund for software subscription period equal to or less than six (6) months.	Not applicable
12	10	<ul style="list-style-type: none"> No refund for first six (6) months software discounted subscription fee, merchant fee incurred for credit card and/or online payment and local government taxes (if applicable). Any partially-used month will be considered one (1) full month of usage. 	<ul style="list-style-type: none"> Example 1: Subscription Period = 12 months and cancel software subscription on the 1st month <ul style="list-style-type: none"> Payable Period = 10 months Used Month = 1 month (< 6 months) Remaining Payable Period = 10 - 6 = 4 months Refund Amount = 50% x 4 = 2 months x Discounted Subscription Fee Per Month.
24	18	<ul style="list-style-type: none"> Refund for remaining months <ul style="list-style-type: none"> If used for less than six (6) months: 50% of remaining payable period will be refunded after deducting six (6) months. If used more than six (6) months: 50% of remaining payable period will be refunded after deducting the used months. Remaining payable period will be computed excluding any free months that are not part of the paid subscription. 	<ul style="list-style-type: none"> Example 2: Subscription Period = 24 months and cancel software subscription on the 8th month <ul style="list-style-type: none"> Payable Period = 18 months Used Month = 8 months (>6 months) Remaining Payable Period = 18 - 8 = 10 months Refund Amount = 50% x 10 = 5 months x Discounted Subscription Fee Per Month.

b) iVolume Spread Analysis Courses

There will be strictly no refund on payment for sign up of any courses conducted by iVSACHART once the User(s) has attended the course (partially or in whole) or after 12 months from payment date, whichever is earlier.

iVSACHART reserves the right to issue refunds and the refund shall be in accordance to the Refund Policy above. In the event iVSACHART performs a refund in accordance with the Refund Policy to the User(s), the refund made by iVSACHART shall constitute a full and final settlement between the parties and the User(s) shall have no further claims against iVSACHART.

Termination

These Terms of Services will continue to apply such time when the same is terminated by the User(s) or iVSACHART in accordance with the terms and conditions provided herein. The following terms and conditions under the following headers herein shall continue and/or shall survive after termination by either party:- Indemnification, Limitation of Liability, Miscellaneous. The User(s) may terminate this Agreement by deactivating the User(s)'s iVSACHART account and discontinuing the User(s) use of the Services, provided always that the User(s) has no outstanding payment that due and owing to iVSACHART.

iVSACHART reserves the right to terminate this Agreement at any time and discontinue any services. iVSACHART may suspend or terminate the User(s)'s access to the Services at any time for any reason, including, but not limited to the following:-

- if iVSACHART reasonably believes that:
 - (i) The User(s) has violated these Terms of Services,
 - (ii) The User(s) creates risk or possible legal exposure for iVSACHART; or
 - (iii) The provision of the Services by iVSACHART to the User(s) is no longer commercially viable.

iVSAChart also reserves its right to terminate any User's account if it is of the view that:-

- The User(s) has abused the use of the website and software as defined herein;
- The User(s) has been uncooperative and causing disruption to, or abused guidelines of the members only privileged chat forum provided by iVSAChart
- The User(s) is suspected to be in the employment of iVSAChart's competitors.

Indemnification

The User(s) 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 legal proceedings, claims and expenses commenced against the Indemnified parties, including legal fees and/or other costs and expense, arising out of or related to the User(s)'s use of the Services including, but not limited to, from any content uploaded by the User(s).

The User(s) 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 The User(s) in relation to the Services or any breach of this Agreement.

By using any part of iVSAChart, The User(s) 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 shall be made harmless against any legal proceedings, claim, or damages arising from The User(s)'s use of its and associated websites.

Limitation of Liability

The Services are provided on an "as is" basis and The User(s) acknowledges that information and/or materials contained therein may not reflect the current state of the market. 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. The User(s) bears the entire risk as to selecting the services for User purposes and as to the quality and performance of the Services, including without limitation the risk that User(s)'s content contained and/or stored in The User(s)'s account may be accidentally lost or corrupted or that same is accessed by an unauthorized third party. This limitation will apply notwithstanding the failure of essential purpose of any remedy.

iVSAChart and/or the Indemnified Parties shall 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 the User(s) for interruptions, any data that are erased, deleted or cannot be retrieved from the User(s) 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 The User(s) for any refunds of subscription fee, or any other claims or for any costs incurred by the User(s) 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 the User(s) for interruption of Services arising from User's own act, negligence or omission.

Miscellaneous

These Terms of Services constitute the entire agreement between the User(s) and iVSAChart concerning the Services. 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.

Governing Law

These Terms of Service shall be governed by the laws of Malaysia and any dispute arising therefrom shall be subject to the jurisdiction of the Malaysian Courts.

Modifications to these Terms

The User(s) agrees and accepts that iVSAChart may from time to time amend and/or add to and/or modify the Terms of Services herein at its sole discretion. The updated and/or revised Terms of Services will be posted online and the User(s) is encouraged to check for such updates periodically to keep abreast of the latest applicable Terms of Service. The User(s) continued use of the Services after the effective date of such changes constitutes User acceptance of such changes to these Terms of Services.