

# **ABSOLUTELYSTOCKS WEBSITE (“WEBSITE”)**

## **Terms & Conditions (the “Terms of Use”)**

By accessing the Website or registering as a user of the Website, you agree to be bound by the Terms of Use. Please note that this is a legally binding contract between you and Asia Analytica Data Sdn. Bhd. (“we”). If you do not agree with the Terms of Use, you should exit from the Website or cancel your registration.

### **1 CONTENT OF THE WEBSITE**

- 1.1 We make available on the Website financial data, analytics and tools.
- 1.2 We may from time to time, at our sole discretion, vary, amend, add to, suspend or remove any content of the Website, with or without giving you prior notice.
- 1.3 The Website may be temporarily unavailable from time to time due to maintenance, telecommunications interruptions or other disruptions.

### **2 SUBSCRIPTION**

- 2.1 To access content in the Website, you will need to subscribe to our subscription plan by paying the subscription fee specified on the Website (“Fee”).
- 2.2 You will be required to effect advance payment of the Fee by means of the mode of payment indicated thereon. We reserve the right to reject any subscription at our discretion, for any or no reason.
- 2.3 There is a 14 days cooling-off period, during which you can opt to terminate your subscription by emailing us at [askme@absolutelystocks.com](mailto:askme@absolutelystocks.com). A full refund will be credited to you by means of your mode of payment.
- 2.4 Please note AFTER the 14 days period from initial payment, the Fee paid is not refundable under any circumstances, even upon subsequent termination of your subscription.
- 2.5 We reserve the right at any time to change the Fee for access to the Website (without affecting existing subscribers) or impose additional charges for the use of any special feature comprised therein. The amount of Fee, charges, subscription period and the specific terms of subscription governing the access or use thereof will be indicated on the on-line registration form.
- 2.6 You shall bear any taxes, duties or levies (including GST) to which the Fee is subject.

### **3 YOUR OBLIGATIONS**

- 3.1 You need to set-up or configure your PC and devices properly to have optimal access to the Website at all times. As we may from time to time incorporate new technologies in the Website, we suggest you get expert help in configuring and maintaining the PC and devices you use to access the Website. You are solely responsible for charges payable to connect your PC and devices to the Website such as Internet connection charges, cellular network data charges, and other related fees or charges.
- 3.2 Information transmitted through the Internet and other network services is generally not secure. We therefore cannot and will not guarantee the privacy or security of any information you transmit to us when accessing the Website including your personal information, your User ID and Password. You should take the necessary security measures (such as changing Password regularly) to protect such information. Please notify us immediately if you discover any unauthorised use of your User ID and/or Password or any other breach of security.
- 3.3 You must use the Website in a manner consistent with any and all applicable international and local laws, regulations and directives.

- 3.4 The Website is made available to you for your own personal use only. In no event must you use the Website for or in connection with any business or commercial enterprise, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise.

#### **4 NO INVESTMENT ADVICE**

- 4.1 All information and other material displayed on the Website are for your general information purpose only and are no substitute for independent research and/or verifications.
- 4.2 In particular, you must not treat the Website as a financial or investment advisory service. The information on the Website is provided on a general basis without taking into account your specific investment objectives, financial status and particular needs. You must therefore seek specific advice from your stockbrokers, lawyers, financial advisers, or such other appropriate professionals before acting or relying on the information obtained from the Website.

#### **5 INTELLECTUAL PROPERTY**

- 5.1 All intellectual property rights and proprietary rights in all content and material inclusive of text, photographs, video, audio and graphics, that is part of, contained in, or accessed through the Website and in any enhancements or modifications to, adaptations or translations of, or derivative works based on the foregoing shall be and remain our property or that of our licensors, as the case may be. No intellectual property or other rights is transferred to you.
- 5.2 You may not modify, copy, distribute, republish or download any of the material on the Website without our prior consent in writing.
- 5.3 You do not acquire any rights to any User ID, IP address, and any codes (whether assigned to you or otherwise) and we reserve the right to change any of them at our sole discretion without being liable to you for any damages or losses suffered.
- 5.4 You may not use the Website and the information contained therein to construct database of any kind nor store the information (in its entirety or in any part) in databases for access by you or any third party nor distribute any database services containing all or part of the Website.

#### **6 NO WARRANTY**

- 6.1 You accept that the Website is provided on an “as is, as available” basis. Any condition or warranty which may be implied or incorporated within the Terms of Use by reason of statute or common law or otherwise (including warranties as to merchantability, suitability, satisfactory quality and fitness for purpose) is hereby expressly excluded.
- 6.2 In particular, we do not give any warranty in respect of the timeliness, accuracy or completeness of any information provided on the Website because the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond our control.
- 6.3 Content displayed on the Website may include views and opinions of third parties, which do not necessarily reflect our view. Therefore we cannot and do not guarantee the accuracy or completeness of, or otherwise endorse, these views and opinions.
- 6.4 Where we provide advertisements of third party products or services on the Website (whether or not by way of hypertext links to another website) we do so for information purpose only, and such advertisements are not endorsements or approval by us of any such products or services and we accept no liability nor make any endorsement or approval of the same. We neither endorse nor approve the contents of the third party websites to which

such advertisements are linked and your access to such websites shall be entirely at your own risk and subject to such terms and conditions as may be posted thereon.

6.5 Specific provisions relating to analytics

- (a) The provisions of this Section 6.5 shall, in addition to other provisions of the Terms of Use, apply to information provided on the Website in the form of analytics (“Analytics”). The Analytics we provide on the Website are intended for your general reference only.
- (b) To generate the Analytics, we make use of big data technology developed in-house to capture, curate, manage and process data and contents from various sources, including the World Wide Web.
- (c) While we have taken care to ensure the Analytics are correct, no warranty, express or implied, is given as to their accuracy or reliability.
- (d) We do not accept any liability for error or omission, nor will it be held responsible for how the Analytics are used, how they are interpreted or what reliance is placed on them.
- (e) We do not guarantee that the Analytics are fit for any particular purpose.
- (f) We recommend that users exercised their own skill and care with respect to their use of the Analytics provided and that users carefully evaluate the accuracy, currency, completeness and relevance of the Analytics for their purposes.
- (g) The Analytics provided are not substitute for independent professional advice and users should obtain appropriate professional advice relevant to their particular circumstances.

**7 TERMINATION AND REFUND**

- 7.1 You may terminate your subscription at any time within 14 days of your initial payment by communicating to us via email at [askme@absolutelystocks.com](mailto:askme@absolutelystocks.com) and receive a full refund.
- 7.2 You must convey to us all the necessary and accurate details in the email for us to process the refund, including your name, address, username and email used for the subscription. Your subscription and access to the Website will be terminated at the time we process the refund.
- 7.3 NO refund of the Fee already paid will be given AFTER 14 days from initial payment, even if you subsequently decide to terminate your subscription.
- 7.4 We reserve the right at our sole discretion to immediately terminate your access to and use of the Website if you shall fail to comply with the Terms of Use. NO refund of the Fee already paid to us will be given in the event of termination under this Section 7.4.

**8 RENEWAL AND CANCELLATION**

- 8.1 If you have chosen our ONE (1) year plan, your subscription will be automatically renewed on each anniversary date of your subscription at the then prevailing Fee using the payment method you have provided, until you cancel.
- 8.2 A reminder of your renewal date and the prevailing Fee will be sent to your registered email account in advance.
- 8.3 If you do not wish to renew your subscription please email us at [askme@absolutelystocks.com](mailto:askme@absolutelystocks.com) BEFORE this renewal date.
- 8.4 NO refund will be given after this renewal date should you decide to terminate your subscription at any time following renewal payment.

**9 DISCLAIMER**

- 9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE FOR OURSELVES AND ON BEHALF OF OUR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS

OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE.

9.2 Without prejudice to the foregoing, we, our officers, employees, agents, suppliers, and licensors shall not be liable to you for any cost, claim, liability, expense, demand or damages whatsoever (including any loss of profits, lost savings, direct, indirect, special, incidental or punitive losses or consequential damages) arising out of:

- your use or inability to use the Website or any part thereof;
- any error, omission or inaccuracy with respect to any advice or information obtained by virtue of the Website;
- the inaccuracies, delays, omissions, non-deliveries of information caused by any human/mechanical/electrical fault, omission, breach of contract, negligence or otherwise.

## **10 INDEMNITY**

10.1 Without prejudice to any of the other provisions of the Terms of Use and to any other rights and remedies which we may have at law, you agree, at your own expenses, to indemnify, defend and hold us, our officers, employees, agents, suppliers, and licensors harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever (including claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including hacking), property damage or pecuniary losses howsoever arising, which we, our officers, employees, agents, suppliers and licensors may sustain, incur, suffer or pay arising out of, in connection with the use of the Website whether authorised or not or any act or omission on your part.

## **11 NOTICES**

11.1 Any notice required or permitted may be made by e-mail properly addressed to the intended recipient, and in the case of notice to us at the e-mail address provided below.

## **12 ASSIGNMENT**

12.1 We may assign, delegate and/or otherwise transfer our rights and obligations hereunder to any person or entity. You may however not assign, delegate or otherwise transfer any of your rights or obligations hereunder without our prior written consent. The contract formed hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

## **13 NO WAIVER**

13.1 No waiver on our part to exercise, and no delay in exercising, any right, power or provision of the Terms of Use shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision. The rights and remedies provided in the Terms of Use are cumulative and are not exclusive of any rights or remedies provided by law.

## **14 SEVERABILITY**

14.1 Should any part of the Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such

remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.

## **15 ENTIRE AGREEMENT**

- 15.1 The Terms of Use contain the entire understanding between us with respect to the Website and no representation, statement, inducement oral or written, not contained herein shall bind either of us.

## **16 CHANGES TO TERMS OF USE**

- 16.1 We reserve the right, at our sole discretion, to change, modify, add or remove any of the provisions of the Terms of Use at any time. Such modifications shall be effective immediately. You shall therefore check this page periodically for changes to the Terms of Use. Your continued use of the Website following the posting of changes to the Terms of Use shall mean that you accept those changes.
- 16.2 We may from time to time introduce new services. Use of such new services may be governed by specific terms and conditions in addition to the Terms of Use herein. Such specific terms and conditions shall be read together with the Terms of Use herein.

## **17 GOVERNING LAW & JURISDICTION**

- 17.1 The Terms of Use shall be governed by and construed in accordance with the laws of Malaysia and all disputes arising in any way out of or affecting the Terms of Use shall be subject to the exclusive jurisdiction of the courts of Malaysia, to which the parties agree to submit.
- 17.2 As the Website may be accessed internationally, the users who access the Website are responsible for compliance with the laws of the jurisdictions from which they access the Website, if and to the extent local laws are applicable.

## **18 PERSONAL DATA PROTECTION POLICY**

- 18.1 On registration, you must provide us with accurate, complete registration information and it is your responsibility to update and maintain changes to that information on the Website. We are entitled to rely on any information you provide to us.
- 18.2 Please refer to our Personal Data Protection Notice page for our personal data protection policy governing our collection of personal data.

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