

Sisters Inspire operates a Platform that facilitates supply chain financing through electronic implementation of various Products provided on the Platform and made available at <https://finhero.asia>. Users may register with the Platform to participate in various supply chain financing Products made available through the Platform. By signing up to use the FinHero platform developed by Sisters Inspire or by continuing your subscription to a Product, you acknowledge that you have read and understood, and agree (on behalf of the User) to be bound by, these Terms of Service in its entirety. Please note that when you check the box marked "I,XXX, agree to the Terms of Service above in my personal capacity and as a representative of Company Name" and click on the button "Submit", your submission becomes the basis of a legally binding agreement between Sisters Inspire and the User (subject to Sisters Inspire's approval of the application for new users).

Please refrain from submitting an application to access the Platform, continuing to use the Platform or subscribing to any of the Products if you do not agree to these Terms of Service.

# 1. Definitions and interpretation

## 1.1 Definitions

In these Terms of Service, unless the context otherwise requires, the following definitions apply:

**Agencies:** has the meaning given to it in Clause 2.4(b)(ii) below;

**Business Day:** a day on which commercial banks are open for business in Kuala Lumpur, Malaysia (excluding Saturdays, Sundays and public holidays);

**Confidential Information:** Information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances in which the information was acquired or disclosed (including in respect of the User, the Platform Data) but excludes information:

- a) within public knowledge;
- b) obtained from a source not connected with the other Party and not under any obligation of confidence in respect of the information;
- c) known to the other Party before the date of these Terms of Service and not subject to any obligation of confidence on the part of the other Party;

- d) independently developed by a Party; or
- e) relating to the fact of User's use of the Platform and its subscription to a Product;

**Intellectual Property:** Trademarks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, database rights and all other similar rights in any part of the world including where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

**Know-how:** Confidential industrial and commercial information and techniques in any form including, without limitation, source code, formulae, data analysis, test results, reports and testing procedures, instruction and manuals, market forecasts, and lists and particulars of participants;

**Parties:** Sisters Inspire and the User, and Party means any one of them;

**Platform:** the group of applications, processes and technologies: a) developed and maintained by Sisters Inspire from time to time for the facilitation of supply chain financing under the name 'FinHero'; and b) made available by Sisters Inspire to the User;

**Platform Data:** All information, data and analysis (including these Terms of Service and the Product Terms and Conditions) made available through the Platform or pursuant to the Product Terms and Conditions to the User;

**Platform Intellectual Property Rights:** Intellectual Property and Know-how relating to the Platform and the Products, and Platform Data developed by Sisters Inspire including the results of Sisters Inspire's internal (or externally procured) information, data and statistical analysis with respect to user activities carried out on the Platform;

**Products:** Supply chain financing products designed by Sisters Inspire and made available on the Platform from time to time, and "Product" means any one of them;

**Product Terms and Conditions:** In respect of any one Product, the terms and conditions prescribed on the Platform for the operation of the Product (including the terms prescribing the relationship between, and the roles and responsibilities of, the participants) as are in force from time to time;

**Related Persons:** Has the meaning given to it in Clause 2.4(a)(ii);

**Sisters Inspire:** Sisters Inspire Sdn Bhd (Company No.1242625-X), a company incorporated under the laws of Malaysia having its registered address at Unit 1.01, Ground Floor, Menara Boustead, 39, Jalan Sultan Ahmad Shah, 10050 Georgetown, Penang, Malaysia the owner and operator of the Platform; and

**User:** The person identified as the owner of the account, or the Company and/or entity that the person represents during the registration for use of the Platform (and as may be updated by the User from time to time).

## 2. Registration

### 2.1 Account setup and verification

If the User has completed and submitted application forms and required supporting documentation, Sisters Inspire will review the application according to its procedures for approval. The said procedures include, but are not limited to:

- a) verifying the User's identity, business (including its financial and job history or performance) and any other information necessary or desirable to adequately protect the interest of parties related to the Product or maintain the efficient operation of the Platform; and
- b) undertaking anti-money laundering checks, customer due diligence and any other verification or investigation procedures required under the relevant laws.

### 2.2 Accuracy, updating of information

The User warrants that all information provided (at registration and throughout its use of the Platform) to Sisters Inspire is true, current, accurate and complete, and undertakes to maintain and update such information provided to Sisters Inspire on a regular basis, and as Sisters Inspire may reasonably request.

## 2.3 Processing of personal data

The User consents to Sisters Inspire, on behalf of itself and other persons (whose personal data is provided to Sisters Inspire), for the processing of such personal data according to Sisters Inspire's privacy policy as set out on the Platform.

## 2.4 Consent for checks and verifications

- a) As a condition for membership of the Platform, Sisters Inspire is permitted to undertake credit, anti-money laundering and other due diligence checks (including checks with the Central Credit Reference Information System and the Dishonoured Cheque Information System maintained by Bank Negara Malaysia and other checks relating to property, litigation, identity, background, compliance risk on:
- (i) the User; and
  - (ii) persons controlling, having an interest or otherwise related to the User such as its directors, shareholders, owners, partners, managers and guarantors (collectively, "Related Persons").
- b) The User, on behalf of itself and its Related Persons, consents to:
- (i) Sisters Inspire; and
  - (ii) such agencies, contractors or other persons as Sisters Inspire may engage (including credit reporting agencies under the Credit Reporting Agencies Act 2010 such as CTOS Data Systems, RAM Credit Information and Credit Bureau Malaysia) (collectively, the "Agencies"), to conduct such the checks referred to in Clause 2.4(a) and to:
    - (A) procure information relating to the User and its Related Persons from relevant data sources;
    - (B) disclose and share information relating to the User and its Related Persons including but not limited to their trade reference information with other subscribers and participants in their services, and with third parties and data processors located within or outside Malaysia; and

(C) retain information in the Agencies database subject to and consistent with applicable laws.

- c) The Users further agree that consent given by the User, on behalf of itself and its Related Persons is:
- (i) irrevocable for the duration which the User has a business relationship, facility or amount due to Sisters Inspire; and
  - (ii) without holding the Agencies liable for all activities conducted in relation to the checks and disclosure of information referred to in sub-Clauses 2.4(b)(A) and (B), and the User, on behalf of itself and its Related Persons, agrees to the same (where applicable).

## 2.5 User approval

Sisters Inspire reserves the right to approve or reject a User's application at its sole and absolute discretion (without being required to disclose any reasons for its decision).

## 2.6 Access to Platform

- a) Subject to Sisters Inspire's approval of the User's application, Sisters Inspire will allocate a unique username and password to the User, or multiple unique usernames and passwords, which must be used to access the Platform (each of which is referred to as, an "Account").
- b) The User is responsible for safeguarding its username and password, and other details or authentication systems capable of giving access to its Accounts on the Platform, and accepts full liability with respect to any activity related to each of its Accounts.

## 3. Licence to use Platform

### 3.1 Grant of licence

Subject to Sisters Inspire's approval of the User's application, and subject to:

- a) Clause 3.2 (Incorporation of Product Terms and Conditions); and
- b) Clause 3.3 (Platform Intellectual Property Rights), Sisters Inspire grants the User a non-exclusive, non-transferable and revocable licence to use, access and communicate through the Platform, and use the Platform Data, solely for:
  - (i) the purpose of the User's subscription to a Product; and
  - (ii) the purposes contemplated in the relevant Product Terms and Conditions.

### 3.2 Incorporation of Product Terms and Conditions

In respect of each Product which the User subscribes to on the Platform:

- a) the licence granted pursuant to Clause 3.1 (Grant of licence) is subject to the provisions of the relevant Product Terms and Conditions; and
- b) all the provisions of the relevant Product Terms and Conditions as amended or revised from time to time or any amended copies of it are incorporated into and shall form part of these Terms of Service and in the event of any conflict between a term of these Terms of Service and a provision in the relevant Product Terms and Conditions, these Terms of Service shall prevail.

### 3.3 Platform Intellectual Property Rights

The User acknowledges that the Platform Intellectual Property Rights belong to Sisters Inspire and agrees that it shall not do, or authorise any person to do, anything inconsistent with, or which infringes on, Sisters Inspire's ownership of the Platform Intellectual Property Rights.

### 3.4 Prohibited actions

- a) Without limiting the generality of the above Clauses 3.1 to 3.3, the User shall not: sublicense or otherwise offer access to the Platform to any third parties;
- b) reverse engineering, reverse compiling or otherwise deriving the underlying source code, structure or sequence of the Platform's software and technology;

- c) exchange, modify, copy, reproduce, publish, post, transmit, distribute, on-screen display, transfer or sell posts, messages, texts, files, images, pictures, videos, sounds or any other element of the Platform, including the Platform Data (other than strictly for the User's internal business purposes as it relates to the User's subscription to a Product);
- d) interrupt or attempt to interrupt the operation of the Platform or any Product is offered through the Platform in any way; or
- e) attempt to obtain unauthorised access to applications, processes and technologies developed and maintained by Sisters Inspire and not made available by Sisters Inspire to the User on the Platform.

## 3.5 Scope of liability

In respect of any loss or damage (whether arising from breach of contract, tort or otherwise) in connection with the User's use of the Platform and Platform Data or the User's participation in a Product,

- a) Sisters Inspire shall only be liable to the User to the extent that compensation is afforded under law; and
- b) under no circumstances (notwithstanding the foregoing Clause 3.5(a)) shall Sisters Inspire be liable to the User, in connection with its use of the Platform or its participation in a Product for any loss of business or profits, revenue or goodwill, or any indirect, consequential, special, exemplary or punitive losses or damages.

# 4. Confidentiality

## 4.1 Confidentiality obligations

Subject to the Product Terms and Conditions, each Party shall at all times use all reasonable endeavours to keep confidential, and to ensure that its officers, employees and agents shall keep confidential, any Confidential Information and shall not use or disclose any such Confidential Information except:

- a) to such Party's professional advisers where such disclosure is for a purpose related to the Platform;
- b) with the written consent of the Party that the information relates to;

- c) as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body; or
- d) if the information comes within the public domain (otherwise than as a result of the breach of this Clause 4.1).

## 4.2 Survival of Obligations

The obligations of each Party in this Clause 4 shall continue without limit in time and notwithstanding termination of these Terms of Service for any cause.

# 5. Termination

## 5.1 Termination for breach, insolvency etc.

Without affecting any other right or remedy available to it, either Party may terminate these Terms of Service with immediate effect if:

- a) the other Party:
  - i. commits a material breach of any other term of these Terms of Service which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - ii. repeatedly breaches any of the terms of these Terms of Service in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms of Service;
- b) the other Party becomes insolvent, or if an order is made or resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if a special administrator, receiver and manager or receiver is appointed in respect of that other Party or in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of a debt; or
- c) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business having relevance to the continued operation or use of the Platform (as applicable).

## 5.2 Termination with Notice



Without affecting any other right or remedy available to it:

- a) either Party may terminate these Terms of Service on giving not less than three months' written notice to the other Party; and
- b) Sisters Inspire may terminate these Terms of Service on giving not less than one months' written notice to the User if the User is not participating in any one Product at that point of time.

## 5.3 Consequence of Termination

- a) Any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of these Terms of Service shall remain in full force and effect.
- b) Termination of these Terms of Service shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms of Service which existed at or before the date of termination.

# 6. Notices

## 6.1 Notices to Users

Notices and other communications (a "Notice") from Sisters Inspire to Users in connection with the Platform may be:

- a) made through the Platform; or
- b) if in the opinion of Sisters Inspire the circumstances warrant, either, delivery by hand, sent by prepaid registered post, sent by commercial courier or sent by email or text messages for the attention of the authorised person and to the address or email or mobile telephone number given by the User on the Platform.

## 6.2 Notices to Sisters Inspire

Notices from Users to Sisters Inspire in connection with the Platform may be delivered by hand, sent by prepaid registered post, sent by commercial courier or sent by email for the attention of the Admin Manager at, [admin@sistersinspire.com.my](mailto:admin@sistersinspire.com.my).

## 6.3 Deemed receipt

If a Notice has been properly sent or delivered in accordance with Clause 6.1 (Notices to Users) or Clause 6.2 (Notices to Sisters Inspire) (as applicable), it will be deemed to have been received as follows:

- a) if sent through the Platform, at the time which the Notice is acknowledged to have been received on the Platform;
- b) if delivered by hand, at the time of delivery;
- c) if sent by post, at the time at which the letter would be delivered in the ordinary course of post;
- d) if sent by courier, at the time of signature of the courier's delivery receipt; or
- e) if sent by email or text message, one hour after the Notice was sent, provided that if deemed receipt under the previous paragraphs is not within business hours (meaning 9.00 a.m. to 5.00 p.m. on a Business Day), it is deemed received on the next Business Day.

## 6.4 Non-application

This Clause 6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# 7. General provisions

## 7.1 Entire agreement

This Terms of Service (together with the relevant Product Terms and Conditions) constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter. Any term which may be implied by law into the Terms of Service or the Product Terms and Conditions (to the extent that they may be excluded by contract) are expressly excluded.

## 7.2 Successors and assigns

- a) Subject to Clause 7.2(b), these Terms of Service is personal to the Parties. Accordingly, neither Party may, without the prior written consent of the other, assign the benefit of all or any of the other's obligations under these Terms of Service, or any benefit arising under or out of these Terms of Service.
- b) Either Party may, without the consent of the other, assign to a subsidiary or related corporation the benefit of all or any of the other Parties' obligations under these Terms of Service provided that if the assignee ceases to be a subsidiary or related corporation of the relevant Party, the benefit of those obligations shall be reassigned to the relevant Party or a related corporation of the relevant Party.

### 7.3 Release, indulgence and waiver

No failure on the part of a Party to exercise, and no delay on its part in exercising, any right or remedy under these Terms of Service shall operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

### 7.4 Costs

Each Party shall bear its costs incurred by it in connection with the preparation, negotiation and entry into of these Terms of Service, and its subscription to any Products.

### 7.5 Invalidity

If any term in these Terms of Service shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Governing law, dispute resolution and jurisdiction.

### 7.6 Governing law

This Terms of Service shall be governed by and construed in accordance with the laws of Malaysia.

### 7.7 Dispute resolution

- a) If any dispute arises under or in connection with these Terms of Service between the Parties, the Parties shall make a good faith effort to resolve the dispute before taking any legal action.

- b) The Parties shall meet at the earliest opportunity to discuss the dispute after one Party gives written notice to the other Party that such a dispute exists. Such meeting may be held by way of video-conference, teleconference or other electronic means whereby each participant in the meeting can hear and be heard by every other participant, if travel is impractical.
- c) At such meeting, a senior officer or principal of the Parties who has authority to resolve the dispute shall be in attendance. Legal action may only be commenced:
  - i. after the Parties have met pursuant to this Clause 7.7(b); or
  - ii. if no meeting has taken place pursuant to this Clause 7.7(b), after one month from the receipt of the written notice reference in Clause 7.7(b) (except in the case where immediate injunctive relief is being sought).

## 7.8 Jurisdiction

- a) In relation to any legal action or proceedings to enforce these Terms of Service or arising out of or in connection with these Terms of Service ('Proceedings'), each of the Parties irrevocably submits to the jurisdiction of the courts of Malaysia and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.
- b) These submissions shall not affect the right of any Party to take Proceedings in any other jurisdiction, nor shall the taking of Proceedings in any jurisdiction preclude any Party from taking Proceedings in any other jurisdiction.
- c) These submissions shall not affect the right of any Party to take Proceedings with a view to obtaining interim relief in any other jurisdiction.

## 7.9 Electronic Signatures

This Terms of Service, may be executed by way of an electronic signature in accordance with the Electronic Commerce Act 2006, and you hereby agree that such electronic signature shall be deemed to be valid, enforceable and of full legal effect, and to be bound by Terms of Service.

You hereby agree that by clicking the "Accept" button herein, you hereby:

- acknowledge that this Terms of Service is deemed to be signed by you and that the Terms of Service shall be deemed to be valid, enforceable and of full legal effect in accordance with the above terms and conditions;
- accept the terms and conditions of this Terms of Service; and

- agree to be bound by the Terms of Service.