

## BoostMyMoney Terms and Conditions

### 1. INTRODUCTION AND APPLICATION

1.1 These BoostMyMoney Terms and Conditions (“**these Terms**” or “**this agreement**”) shall only apply to Boost users:

- (a) who are individuals aged 18 years and above; and
- (b) who are Premium Wallet users; and
- (c) who satisfy the criteria in Clause 1.4 below; and
- (d) who utilise the Investment Service (as defined hereinbelow).

(collectively, “Customers”, “you”, “your”, and a “Customer” or “you” means anyone of them).

1.2 These Terms constitute a legally binding agreement between you, UOB Asset Management (Malaysia) Berhad (Registration No. 199101009166 (219478-X)) (“**UOB AM**”) and Axiata Digital eCode Sdn Bhd (Registration No. 201701000820 (1214970-T)) (“eCode”, “Boost”, “we” or “us”) solely in relation to the operation of our mobile application, “Boost” (“**Boost App**” or “**Platform**”), which arranges or facilitates the sale, purchase or subscription of the Funds (as defined hereinbelow) offered by UOB AM whereby you may invest in the Funds and manage them via Boost App (“**Investment Service**”).

1.3 Both UOB AM and eCode are legal entities governed by the Securities Commission Malaysia. UOB AM is a management company of the funds stipulated in **Schedule 1** herein (“**Funds**”) with the primary business of managing various unit trust funds and holds a Capital Markets Services Licence (eCMSL/A0074/2007). eCode is registered with the Securities Commission Malaysia as an e-services platform operator to offer the Investment Service through the Platform to the Customers. Where applicable, the defined term “**Service**” in our General T&C (as defined hereunder) shall include the Investment Service.

1.4 The Investment Service will only be provided to you if you satisfy the following criteria:

- (a) you have an existing registered account with us and are a Premium Wallet user (“**Account**”); and
- (b) you are a Malaysian and possess a Malaysian citizenship; and
- (c) you are not a resident/citizen of the United States of America.
- (d) completion of the due diligence process in respect of this Investment Service, including anti-money laundering and anti-terrorism financing; and
- (e) receipt of your acknowledgement of and agreement to all the terms and conditions of Boost’s policies, including Boost’s privacy policy and the self-declared risk acknowledgement in paragraph 5 below.

1.5 By accessing or using our Platform, you agree and are taken to have agreed to all these Terms here. When you have signed up to use our Investment Service, you agree and will be taken to have acknowledged and agreed that you have entered into a legally binding relationship with UOB AM and eCode. You further accept to be bound by these Terms and the General T&C (as hereinafter defined), the account opening agreement with UOB AM (if any), contents of the prospectus/ information memorandum/ disclosure document and deed of the relevant fund that you are investing into, including any amendment or supplemental made thereto, which terms and conditions will be made available to you or can be assessed on the Platform. By accessing or using our Platform, you will be able to manage your investment in the funds made available by UOB AM through the Platform from time to time.

1.6 These Terms shall apply to and govern your use of our Investment Service through our Platform. These Terms complement and incorporate by reference to our General Terms and Conditions for Use of Service (“**General T&C**”) (<https://www.myboost.com.my/terms/>) and these Terms shall be read together with our General T&C and the terms of our Privacy Notice (<https://www.myboost.com.my/privacy/introduction>). (These Terms, our General T&C and our Privacy Notice, including any amendment or supplemental thereto are collectively referred to as the “**Agreements**”). If there are any inconsistencies between these Terms and the terms in any of the other Agreements, these Terms shall prevail to the extent of the inconsistency in respect of the subject matter specifically addressed in such other terms. For the avoidance of doubt, provisions of the General T&C which are not stipulated in these Terms, shall also apply to you.

- 1.7 (a) We reserve the right to amend, modify, change, delete, add or vary these Terms from time to time, at our absolute and sole discretion. These amendments and variations may include, but not limited to changes in the fee and charges, product features and service offerings. Subject to Clause 1.7(c) below, we shall provide at least twenty one (21) calendar days' notice of any such amendments, modifications, changes, deletion, addition or variation prior to the amendments, modifications, changes, deletion, addition or variations take effect.
- (b) All notices by eCode in relation to any amendment, modification, change, deletion, addition or variation of these Terms may be given by displaying on the screen upon access to our Platform and/or Boost website, via email, Facebook messenger or any other manner as we deem fit.
- (c) In the event where we are of the view that immediate amendments, modifications, changes, deletion, addition or variations are necessary to safeguard the security of your Account and the Investment Service or any other services offered by us on our Platform, you acknowledge and agree that the Boost App may be automatically updated at our sole discretion without notice or within such shorter period of notice as we may (in our discretion) specify to you.
- (d) You agree and shall be deemed to have agreed and accepted these Terms and all applicable terms and conditions related to the Services, Investment Services and/or Platform by operating the Account, utilizing the Services provided by us (including the Investment Service) and/or using or accessing our Platform. You further agree and shall be deemed to have agreed and accepted any amendments modifications, changes, deletion, addition or variations of these Terms without reservation if you continue to operate the Account and/or utilize the Services provided by us (including the Investment Service) and/or continue to use or access our Platform after the effective date of any amendments, modifications, changes, deletion, addition or variations on the date specified in the notice to you, or where effective date is not specified, after a period of twenty one (21) calendar days upon notice is communicated via channels in accordance with Clause 1.7 (b).
- (e) Notwithstanding the aforementioned paragraphs, you agree and acknowledge that you are primarily responsible for keeping yourselves updated, from time to time, of any such amendments, modifications, changes, deletion, addition or variations.
- 1.8 Unless expressly stated otherwise, these Terms do not supersede or replace any other consent you may have previously or separately provided to us in respect of your access or use of the Platform and/or the Service (including the Investment Service) and your consent to these Terms is in addition to any other rights which we may have in respect of your access or use of the Platform and/or the Service (including the Investment Service).
- 1.9 Unless expressly stated otherwise, the *Definitions* in our General T&C are applicable in these Terms.

## 2. OUR ROLE

- 2.1 The Investment Service offered by us on the Platform are in accordance with the Guidelines on Recognized Markets issued by the Securities Commission Malaysia and the applicable laws. We are not a registered broker, Institutional Unit Trust Adviser (**IUTA**) or investment advisor and do not conduct any activity that would require such registration.
- 2.2 We do not provide any advice or recommendation (including but not limited to investment, legal, taxation or other advice) that you buy, sell or otherwise deal in the Funds, or with respect to any aspect of the transactions conducted through the Platform, other than advice on the technical use of the Platform. **Nothing on the Platform or any communications sent to you shall constitute or is intended to constitute any advice or recommendation.**

2.3 You agree, understand and acknowledge that:

- (a) you are required to further comply with any account opening standards as provided in the account opening agreement by our Capital Markets Services License (CMSL) partner, UOB AM;
- (b) the Funds are not offered by us. We are only arranging or facilitating the sale, purchase or subscription of the Funds offered and managed by our CMSL partner, UOB AM, to you through the Platform;
- (c) all relevant information relating to our Investment Service offered/ to the Funds will be made available through the Platform; (d) once you initiate the process, your investments in the Funds will be made through an electronically automated process on the Platform with no personal discussion or intervention;
- (d) while we display information on the Platform relating to the Funds/ Investment Service such as a general description of the Funds/ Investment Service and make available the Documents (as hereinafter defined) on the Platform, all data available on the Platform is strictly for information purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation on our part to buy or sell or in any manner deal with any securities or other capital markets product or financial services (including but not limited to the Funds offered on the Platform); (f) we shall have the sole discretion to add to or remove any Fund offered on the Platform by our CMSL partner, UOB AM, to you;
- (e) in respect of any transactions to or from your Wallet for the Investment Service, you shall be bound by the Monthly Transaction Limit and Wallet Limit (if any) applicable to the Wallet, as set out in the General T&Cs;
- (f) you expressly and irrevocably consent to us sharing your Personal Information (as defined in our Privacy Notice) with UOBAM and any related persons for purposes of and incidental to the Investment Services; and
- (g) you have and are required to read and understand the Agreements and the Documents (as hereinafter defined).

### 3. OUR RIGHTS

3.1 In addition to our rights stipulated in Clause 5 of our General T&C, we reserve the right to:

- (a) monitor all your access to and use of Platform so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us;
- (b) restrict, temporarily or permanently, the provision of the Investment Service on the Platform at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:
  - (i) you have breached the terms of these Terms (including but not limited to you engaging in any of the restricted activities as set out in Clause 4 below (Your Duties and Responsibilities) and/or the term in any of the other Agreements;
  - (ii) you are using the Platform in a manner that may cause us to breach applicable laws, have legal liability or disrupt others' use of the Platform, or for any illegal activities or where we have reasonable suspicion that you may be doing so;
  - (iii) we become aware or suspect that your password or PIN are stolen, loss, damaged or compromised, or that the person logged into using your password or PIN is not you;

- (iv) we are required to do so by applicable laws, or pursuant to a request by any government or regulatory body;
- (v) a scheduled downtime or recurring downtime;
- (vi) a “Force Majeure” Event (as defined hereunder) occurs;
- (vii) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us.

#### **4. YOUR DUTIES AND RESPONSIBILITIES**

- 4.1 You acknowledge that we are obliged to carry out “Know Your Customer” (**KYC**) procedures in accordance with our policies and applicable laws. Accordingly, before we can provide you with the Investment Service, you must submit to us (through our Platform or such other method as we may notify you) all the documents, evidence, and information (including but not limited to MyKad) as we may require to carry out such KYC procedures. You undertake to inform us promptly of any change in the information provided. We reserve all rights to refuse, reject and/ or decline your application at our sole and absolute discretion without assigning any reasons whatsoever, and our decision shall be final and conclusive.
- 4.2 In addition, you agree to provide any information or documents requested by us from time to time in relation to the Investment Service, including, whether desirable or required to comply with any applicable law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations.
- 4.3 You represent and warrant that all information or documents (including but not limited to confirmation, declaration, password or PIN) you provide to us under this Clause 4 is accurate, true and complete, and not misleading in any material particular.
- 4.4 Your access and use of the Platform shall be strictly limited to yourself. You agree that:
  - (a) we may determine the appropriate authentication methods, which may involve a combination of one or more access controls;
  - (b) you shall be solely responsible for ensuring secure internal and, to the fullest extent possible, external controls on access to and use of the Platform, including but not limited to the security and confidentiality of your information and documents you have provided to us. We shall be entitled to terminate or suspend your access to the Investment Service under the Platform/ or the Platform if we are notified or suspect that your information and documents you have provided to us have been stolen, lost, damaged, compromised or there has been unauthorized use of them, provided always that you shall remain responsible for any actions taken through the use of your information and documents you have provided to us before they are so terminated or suspended; and
  - (c) you shall be solely responsible for, and be bound by, all acts or omissions of any person using the Platform through your information and documents you have provided to us. We are under no duty of inquiry regarding the identity, authority or capacity of any such person and are entitled to rely on any instructions submitted by any person accessing or using the Platform through your information and documents you have provided to us or through alternative methods, even if made fraudulently and even if they conflict with the terms of any other instructions given by you.
- 4.5 You shall access and use the Platform in compliance with all applicable laws. Without limiting the generality of the foregoing, your use of the Platform shall be subject to such additional

restrictions, terms and conditions of use, disclosures or disclaimers that may be communicated to you from time to time (whether by written or electronic means) in connection with such use.

- 4.6 You must notify us immediately if you become aware of or have reasonable suspicion that there is any breach of security, loss, theft or unauthorized use of your information and documents you have provided to us.
- 4.7 You shall not introduce into the Platform any content, materials or code which contains any virus, Trojan horse, worm, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data. You undertake not to back into, disrupt, disable, burden or otherwise interfere with the accessibility or impair the proper function of the Platform, the services which we may provide to you pursuant to any agreement or our systems, which shall include, without limitation, spoof attacks, backing, sniffing, tampering, denial-of-service attacks, reverse engineering or reprogramming.
- 4.8 Any data, information or message transmitted to you through our system, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.
- 4.9 You must keep confidential, all information about the Platform, our system and any information, data, materials or documents provided to you.
- 4.10 It is your sole responsibility to make all efforts to ensure your Boost App is up to date. The Services (including the Investment Service) and in particular, the Applicable Charges (as hereinafter defined) may be periodically updated and you should check the Boost App and the Services regularly to ensure that you have the latest information. You should also ensure that you download the most up to date version of the Boost App and the Services (including the Investment Service).
- 4.11 You hereby acknowledge and agree that your responsibilities set out in this Clause 4 are in addition to your responsibilities set out in Clause 4 of our General T&C.

## **5. RISKS ACKNOWLEDGEMENT**

- 5.1 You are fully aware of the risk relating to the transactions entered into via our Platform and using the Investment Service to invest in any Fund(s). In particular, you understand, agree and acknowledge that:
  - (a) the contents of the prospectus/ information memorandum/ disclosure document and deed of the relevant Funds that you are investing into, including any amendments or supplemental made thereto ("**Documents**") are not prepared/ reviewed/ approved by us. We only provide to you the access to such Documents via our Platform (including but not limited to URL where such Documents are located on UOB AM website). We do not represent and warrant the accuracy, correctness, reliability, up-to-dateness, completeness, suitability of the Documents. The Funds are not offered by us but UOB AM;
  - (b) your investment in the Funds and our Investment Service involve risks as described in the Documents and any other documents provided by us and UOB AM, and you have read, agreed to and acknowledge and assume these risks;
  - (c) your investment in the Funds is not e-money or a deposit and your investment is not protected, and therefore, you may lose your capital by investing in the Funds, and any loss resulting therefrom is not covered by the Capital Market Compensation Fund nor protected by Perbadanan Insurans Deposit Malaysia ("**PIDM**");
  - (d) there are risks involved when conducting online transactions;
  - (e) there are certain security, corruption, transmission error and availability risks associated with using the Platform (including risks associated with hardware and software failure) and

you hereby agree to assume such risks. As a precaution, you should always ensure that the Mobile Device used is secured and protected from unauthorized access and/ or virus that may reveal confidential information to a third party. You should also be wary of email scams and attachments that may attempt to obtain personal information via illicit means;

- (f) any communication via the Platform/ website is not via a private or secure link or in an encrypted form and is therefore subject to the usual hazards of Internet communications. We cannot guarantee that this communication has not been subject to unauthorized interception or modification;
- (g) all advertisements have not been reviewed by the Securities Commission or any other regulatory body, and therefore, the content provided may not reflect their endorsement or approval. As such, users are advised to consider their personal judgment and seek professional advice before making any decisions based on the information provided;
- (h) you are solely responsible for making your own independent investigation and appraisal of all Funds and your own independent verification of the Documents or any documents provided by us and/ or UOB AM. You shall fully understand and familiarize yourself with all the terms and conditions of each Fund and the risks involved;
- (i) you have the appetite to assume all economic consequences and risks of the investment in the Funds and to the extent necessary, have consulted your own tax, legal and other advisers;
- (j) where applicable, where the investments are listed outside Malaysia, such investments are subject to the laws and regulations of the jurisdiction the Investments are listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction you duly acknowledge any such risks;
- (k) where applicable, your payments or receipts under a transaction will be linked to changes in the financial market or markets to which the transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you have to liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Funds;
- (l) where applicable, the fluctuations in foreign currency rates have an impact on the profit/loss and the investment where the transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts;
- (m) we may have an interest in the subject of the report or recommendation, may be a counterparty to any investments entered into by you and/or may otherwise benefit from your investments; and
- (n) you are fully aware and have made all necessary enquiries of all material features of and risks involved in respect of the investments including but not limited to information on:
  - (i) the nature and objective of the investments;
  - (ii) the key benefits and risks of the investments;
  - (iii) details of the providers of the investments;
  - (iv) your key rights with respect to the investments;
  - (v) the intended investment horizon of the investments;
  - (vi) the ease of converting the investments to cash;
  - (vii) the expected level of your risk tolerance in respect of the investments;
  - (viii) the commitment required from you in respect of the investments;
  - (ix) the pricing of the investments;
  - (x) the fees and charges to be borne by you in respect of the investments;

- (xi) the frequency of reports to be provided to you in respect of the investments;
- (xii) any applicable charges or restrictions on withdrawal, surrender or claim procedures of the investments;
- (xiii) any applicable warnings, exclusions, and disclaimers; and
- (xiv) information in relation to where the prospectus in respect of the investment (if applicable) may be accessed, or an abridged version of such prospectus.

## 6. INSTRUCTIONS

6.1 You agree to the following:

- (a) unless otherwise agreed by us, all instructions shall be transmitted by you to us In App through the Platform;
- (b) you request and authorize eCode to rely and act upon all apparently valid communications as instructions properly authorized by you;
- (c) an instruction will only be accepted by eCode if you have passed through certain security criteria as determined by eCode from time to time;
- (d) that we may act on any instructions given to us even if these instructions were not authorized by you;
- (e) that eCode will make reasonable efforts to process any instruction where you request eCode to do so, but eCode shall not be liable for any damage, loss or claim as may be suffered or incurred by you due to any failure to comply with such a request unless it is due to eCode's failure to make reasonable efforts to do so or any delay on your part in submitting the instructions for investment before the relevant cut-off period;
- (f) you must make sure that any and all instruction is accurate and complete, and eCode is not liable if this is not the case;
- (g) a transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal working hours, even though the Investment Service may be accessible outside such hours;
- (h) you will be responsible for all losses and payments (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorized transaction, or you have acted fraudulently. For the purposes of this Clause, gross negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms;
- (i) if eCode reasonably believes that a transaction has been made fraudulently, illegal or in breach of these Terms, eCode has the right to deduct from your Premium Wallet such transaction amount.

## 7. CHARGES

7.1 eCode may impose any service charges and/or fees for providing the Investment Services to you ("**Applicable Charges**"), the details of which are as set out below:

- (i) A service charge is payable by you to us for the use of the Boost MyMoney Investment Service ("**Service Charge**") amounting to RM8.00 per year. If you perform a deposit of at least RM0.01 into the Fund via the Platform at least once in a 12-month period, we will, subject to our discretion, waive the Service Charge.

Notwithstanding the above, eCode reserves the right to include in the Applicable Charges, any liabilities, costs and expenses which we may incur under these Terms, as notified by eCode.

The Applicable Charges are non-refundable unless and subject to Boost's determining to its satisfaction that it was wrongly deducted from your Account for payment by eCode due to:

- (a) technical error of Boost where your attempted transaction does not go through; and/ or
- (b) services purchased in App were not made available.

The Applicable Charges are subject to revision by eCode from time to time as notified by eCode by email or any other means as may be determined by eCode (including uploading such notice or such revision to the Platform).

You hereby confirm that you agree to the aforesaid Applicable Charges (including any revision thereto).

- 7.2 In addition to the Applicable Charges, there may be management and/or sales charge(s) imposed by UOBAM, for each Fund you intend to invest in ("**Management Fee**"). The amount of the relevant Management Fee (if any) payable by you to UOBAM can be referred through our BoostMyMoney Product Disclosure Sheet and BoostMyMoney FAQ which is available at <https://myboost.co/feature/boostmymoney>, which may be updated from time to time by UOBAM with prior notice to you.
- 7.3 If any supply made under these Terms is a taxable supply to which the applicable tax (including but not limited to the Malaysian Sales and Services Tax would apply ("**Applicable Tax**"), then eCode reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.
- 7.4 In accessing and using the Platform and/ or Investment Service, you shall be fully responsible and liable for all charges and payment due to your communications services provider to access the Platform and the Investment Service including but not limited to telephone charges and internet/data charges.
- 7.5 We are not liable for any fees raised by third parties including, but not limited to, card issuers or banks, for the usage of our Investment Service, if any. We reserve the right to decline acceptance of payment instruments, such as credit cards, debit cards or bank accounts, as funding methods at our sole discretion.
- 7.6 In the event that an investment is made by you at any time after 4.00pm or on any non-Business Day, the investment into the relevant Fund will only be made by the next Business Day. For the purposes of these Terms, "Business Day" shall mean a day other than a Saturday, Sunday or a public holiday in Malaysia, when banks in Kuala Lumpur are open for business.
- 7.7 Any request by you for redemption of the investment made or any part thereof will be subject to the timeline stated in the table below or such other period as may be notified in writing by eCode

<b>Mode of redemption payment</b>	<b>Redemption before 4.00pm on any Business Day</b>	<b>Redemption after 4.00pm or on any non-Business Day</b>
For redemption into your local bank account <sup>^</sup>	Subject to receipt of your bank account details and verification thereof, the redemption will be completed within three (3) Business Days after receipt of the redemption amount by eCode from UOBAM.	Subject to receipt of your bank account details and verification thereof, the redemption will be completed within three (3) Business Days after receipt of the redemption amount by eCode from UOBAM.
For redemption (capped at 95% of the opening balance of your savings of the day) into your Premium Wallet <sup>^</sup>	The redemption will be completed in real time.	The redemption will be completed the next Business Day.



^ For redemption of 100% of the opening balance of your savings on a given day, the approved mode of redemption can only be made into your local bank account choice. In this instance, the redemption will be completed within three (3) Business Days after receipt of the redemption amount by eCode from UOBAM, subject to receipt of your bank account details and verification thereof.

## **8. MAINTAINING RECORDS AND CONFIDENTIAL INFORMATION**

- 8.1 You hereby agree and acknowledge that we have the right to store all your information and all matters relating to you, any transactions in your Account, the Account and/ or any Services (including the Investment Service) provided to you in our records (including computer and microfilm stored records or any other electronic records stored by us), and our records are conclusive evidence of such matters and are binding against you for all purposes, save for manifest or clerical error or fraud, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.
- 8.2 You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services (including the Investment Service) or transactions at any time after the expiration of any period of retention required by applicable laws or after you have terminated your Account with us, whichever is later. We shall not be liable in any way for such destruction or disposal.
- 8.3 Save as permitted under these Terms or any other agreement with you, we shall treat all information relating to you and your Account as confidential.
- 8.4 You further acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:
- (a) information that as at the date of its disclosure is or becomes part of the public domain (other than through a breach of these Terms or the terms in any of the other Agreements);
  - (b) information that was already in our possession before you provided the information to us;
  - (c) information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us;
  - (d) any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person;
  - (e) information which is required by law or any governmental or other regulatory authority to be disclosed; and
  - (f) information which is approved for public release by you.
- 8.5 You give us permission to disclose information relating to you, your Account, the Funds you invest/ invested in and transactions as follows:
- (a) to any of our authorized directors, officers, employees, representatives, agents or delegates;
  - (b) to any of our affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;
  - (c) to any other persons as may be reasonably required for the purposes of providing our Services to you including UOB AM;

- (d) where and to the extent permitted by laws, to UOB AM;
- (e) to our professional advisers, consultants and auditors;
- (f) to anyone who takes over or may take over all or part of our rights or obligations under these Terms or anyone whom these Terms (or any part thereof) is transferred to or may be transferred to;
- (g) to any person who we believe in good faith to be your legal advisers or other professionals;
- (h) to any court, governmental, statutory, regulatory body or other authority with competent jurisdiction in any jurisdiction, in so far as we need to do so in compliance with applicable laws, or which we in good faith believe that we should comply with;
- (i) pursuant to a request by any court, governmental, statutory, regulatory body or other authority with competent jurisdiction to order such disclosure (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and
- (j) to such other persons or under such other circumstances as you agree,

provided that in the case of disclosures under any of the circumstances in (a) to (c), we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.

## **9. DISCLAIMER**

- 9.1 The Platform and the Investment Service are provided on an “as is” and “as available” basis.
- 9.2 Except as expressly set out in these Terms, all representations, conditions and warranties (whether express or implied, statutory or otherwise) including but not limited to the warranties as to functionality, operability, accessibility, correctness, reliability, up-to-dateness, timeliness, satisfactory quality, availability, and uninterrupted use of the Platform and the Investment Service; sequence, accuracy, completeness, timeliness or the security of any data or information provided to you as part of the Investment Service; any implied warranty of merchantability; any implied warranty of fitness for a particular purpose; any implied warranty of non-infringement; and any implied warranty arising out of the course of dealing, custom or usage of trade with respect to the Investment Service provided by eCode are expressly negative and excluded. The representations, conditions and warranties set forth in these Terms with respect to the Investment Services and the Platform are the only representations, conditions and warranties made by eCode and will not be enlarged without eCode’s prior written approval.
- 9.3 Without limiting the foregoing, we do not warrant that our services (including the Service and Investment Service), functions contained in or access to the Platform, or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the platform or its contents are free of infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any system or content of the Platform in or with any computer will not affect the functionality or performance of the computer. We are not responsible or liable for the deletion or failure to store any content maintained or posed by or through the Platform.

## **10. CONFLICTS OF INTERESTS**

- 10.1 You acknowledge and agree that as part of our Investment Service to you, we may receive commissions, rebates, benefits or remuneration (if any) from UOB AM in relation to the investment transactions that you may make. You consent to this position of conflict and agree that we have no obligation to disclose or be liable to account to you for any amount of fees, profits, remuneration or compensation received by us.
- 10.2 You further acknowledge and agree that where applicable and to the extent permitted by laws:

- (a) we (for our own account); or
- (b) our officers and employees (including those of our parent company, subsidiaries, associated companies and affiliates),

may enter into investment transaction using the Investment Service, or invest in the Funds which you may transact in or provide Investment Service to others whose interest may conflict or compete with yours, or otherwise be placed in a position of conflict. You agree that there may be circumstances when we or our affiliates act in such capacities or are in such positions of conflicts where we may be remunerated, make profit, receive fees, commissions, rebates, discounts and/or other benefits. You consent and agree that we and/or our affiliates may continue to enter into such transactions and/or investments (without further reference to you despite such position of conflict) and that we shall have no obligation to disclose such circumstances to you and you agree not to make any claim for such fees, commissions, rebates, discounts and/or benefits. You also agree not to hold us responsible for any loss of profit or damage that may result from such conflict.

## **11. INDEMNITY**

- 11.1 You hereby agree to fully indemnify and to hold eCode harmless from and against any claim brought by a third party resulting from the use of the Platform and the Investment Service in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by Boost in consequence of and/or in connection with your use of the Platform and the Investment Services, and your breach of any of these Terms or the terms in any of the other Agreements.

### **11A. EXCLUSION OF LIABILITY AND LIMITATION OF LIABILITY**

- 11A.1 eCode shall not be liable for any direct, special, indirect, incidental, punitive or consequential damages or for any liability, loss, costs and/or expenses (whether direct or indirect), or for loss of revenue, loss of business, loss of profits or for any damages whatsoever suffered by you or any third party, whether in an action of contract, negligence or other tortious action, breach of statutory duty or otherwise, arising out of, or in connection with the performance of, or use and/or misuse of Investment Service available on the Platform and in particular, but without limitation to the foregoing, eCode specifically excludes all liability whatsoever in respect of any loss arising as a result of:

- (a) use which you make of the Platform and/ or the Services (including the Investment Service), or reliance on the Services (including the Investment Service), or any loss of any Services (including the Investment Service), or any loss in the Funds resulting from delays, non-deliveries, missed deliveries, service interruptions, or your decision to invest in the Funds; and
- (b) defects that may exist for any costs, loss of profits, or consequential losses arising from your use of, or inability to use or access, or a failure, suspension or withdrawal of all or part of the Platform, the Services (including the Investment Service) and the Funds at any time.

- 11A.2 All conditions or warranties that may be implied or incorporated into these Terms by law, or otherwise are hereby expressly excluded to the extent permitted by law.

- 11A.3 In the event that you are not satisfied with the Services provided through the Platform, you can choose to discontinue with the Services.

- 11A.4 To its best endeavour, eCode makes every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party networks which we have no control. The internet is not a secured environment. Unwanted programs or materials may be

downloaded without your knowledge, which may give unauthorized persons access to your Mobile Device and the information stored on your Mobile Device. These programs may perform actions that you have not authorized, possibly without your knowledge.

- 11A.5 You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against eCode arising from the above claims, and shall provide eCode with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.
- 11A.6 You acknowledge that eCode is unable to exercise control over the security or subject matter passing over the telecommunication provider's network, the Platform or via the Services, and eCode hereby excludes all liability of any kind for the transmission or reception of infringing any subject matter of whatever nature.
- 11A.7 The Platform may contain links to websites, web pages and services operated by third parties (including but not limited to UOB AM) and you agree that your use of each website, webpage or service is also subject to the terms and conditions, if any, contained within each website, or webpage and service or attached to any products or services of these third parties (including but not limited to UOB AM). You shall comply with the said terms and conditions and fully indemnify and to hold eCode harmless from and against any claim resulting from your breach of any of the said terms and conditions.
- 11A.8 eCode assumes no responsibility for and does not endorse unless expressly stated, created or published by third parties (including but not limited to UOB AM) that is included in the Platform and the Services (including the Investment Service) or which may be linked to and from the Platform.
- 11A.9 The Platform and/or the Services (including the Investment Service) may be used by you to link into other applications, websites, resources and/or networks worldwide. eCode accepts no responsibility for the services, and you agree to conform to the acceptable use policies of such website, resources and/or networks.
- 11A.10 Notwithstanding anything to the contrary contained herein, the maximum liability of eCode shall not exceed an amount equivalent to the aggregate sum of the Service Charge paid by you to us at the date on which your claim arises in respect of each investment transaction.

## **12. SUSPENSION AND TERMINATION OF SERVICE**

- 12.1 If we reasonably suspect that you may be engaging in any of the restricted activities as set out in Clause 4 above (Your Duties and Responsibilities) or may be in breach of any of the representations, warranties, these Terms or any terms in any of the other Agreements, we may, without any liability to you, take the following action(s) as we deem necessary, at any time and with immediate effect:
- (a) report any suspicious or illegal activity to the relevant authorities and/ or UOB AM;
  - (b) cancel or refuse any transactions as per directed/ requested by UOB AM;
  - (c) where applicable, withhold/ forfeit/ withdraw any reward (including in the form of Boost Stars, cash backs, monies) which may release/ have released to you pursuant to any incentive driven missions/ activities/ campaigns under the Investment Service on our Platform;
  - (d) restrict, temporarily or permanently suspend or terminate or close your Account or terminate this agreement and/or the provision of the Services (including the Investment Service) or part thereof to you; and/ or
  - (e) take further steps as we, in our reasonable discretion, may deem necessary, including taking legal action against you.

- 12.2 We may at any time and without liability to terminate this agreement including the Investment Service under these Terms. In such cases, we will provide you with a written notice in not less than fourteen (14) days. However, in certain cases, we may terminate your Account, our Services (including the Investment Service) under these Terms or this agreement by providing notice with immediate effect. No such termination will affect any instruction given by you which is properly received by us before the date of such notice.
- 12.3 You may terminate this agreement or your account in relation to the Investment Service with us at any time by providing us with notice via email to [support@myboost.com.my](mailto:support@myboost.com.my) to the Boost customer service team. Further validation will be required to authenticate your identity. However, no such termination will affect any instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your account before the receipt of such notice.
- 12.4 On termination of any Investment Service under these Terms or this agreement or relationship between you and us:
- (a) your UOB AM account(s) linked to the Platform will be terminated and you will stop gaining access to your UOB AM account(s) through the Platform. In such instance, any available balance therein will be credited into your designated bank account of choice, subject to receipt of your bank account details and verification thereof;
  - (b) you will stop using any Investment Services offered by eCode on the Platform;
  - (c) you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof.

For the avoidance of doubt, the termination under this Clause 12 will not affect your right to use your electronic wallet account to perform other Transactions under our General T&C (other than the Investment Service-related transactions).

- 12.5 Termination of this agreement for any reason shall not release you from any liability which, at the time of such termination, has already accrued to us or which is attributable to a period prior to such termination nor preclude us from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this agreement.

### 13. FORCE MAJEURE

- 13.1 Without limiting the generality of any provision in these Terms, eCode shall not be liable to any person and shall not be deemed to be in breach of these Terms by reason of any non-performance and/or failure and/or delay in performance of its obligations herein (including but not limited to the non-availability and/or interruption in the Investment Services) caused by Force Majeure.
- 13.2 Notwithstanding Clause 13.1 here above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to eCode.
- 13.3 “**Force Majeure**” event means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of these Terms including our services, including, without limitation, acts of God, fires, explosions, earthquakes, draught, tidal waves and floods, accident, war, threat of war, act of terrorism or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, restrictions imposed by any law, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority, interruption of traffic, strikes, lockouts, or other industrial actions or trade or labour disputes (whether involving the employees of the e-platform or third party), utility outages or interruptions, system transmission failure server failure, breakdown of internet services for any reason whatsoever, save for the willful misconduct on our part, epidemics, pandemics or outbreaks of communicable diseases, quarantines, lockdowns, national or regional emergencies and other unforeseeable circumstances beyond our

control against which it would have been unreasonable for us to take precautions and which we cannot avoid even by using our best efforts.

## **14. GENERAL**

### **ASSIGNMENT**

- 14.1 You shall not assign or novate these Terms without our prior written consent. The Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever.
- 14.2 We may, without your consent, assign, transfer, novate or otherwise exercise any of our rights and obligations under these Terms by ourselves or through our group companies (including whether on request by any court or authority of any jurisdiction or otherwise) subject to prior notification, and you shall execute such documents as may be reasonably required to give effect to such assignment, transfer, novation or change. We may disclose to a potential transferee or assignee or any other person proposing to enter into contractual arrangements with us in relation to these Terms such information about you as we may think fit for the purpose of such contractual arrangements. You undertake to execute all such instruments or documents and do all such acts or deeds (at your own cost) as we may require in connection with any such assignment, transfer, novation or change referred to in this clause. Any failure to do so shall not affect the validity of such assignment, transfer, novation or change.
- 14.3 These Terms shall continue to be binding on you notwithstanding any change of our name, constitution, or our consolidation or amalgamation into or with any other entity (in which case these Terms shall be binding on the successor entity).

### **TIME OF ESSENCE**

- 14.4 In respect of your performance of these Terms, time shall be of the essence in all respects.

### **SURVIVAL ON TERMINATION**

- 14.5 All disclaimers, indemnities and exclusions in these Terms shall survive the termination of these Terms.

### **SEVERANCE**

- 14.6 Where any provision of, or the application of any provision of these Terms is void, illegal, invalid or unenforceable or deemed to be void, illegal, invalid or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision. In the event that it is not possible to modify the relevant provision to make the provision legal, valid and enforceable, then such part of the provision which is void, illegal, invalid or unenforceable shall be severed but the remaining parts of the provision shall remain unaffected.

### **WAIVER**

- 14.7 (a) No failure or delay on our part in exercising any rights or remedies under these Terms at any time or for any period of time, nor any knowledge or acquiescence by eCode of any breach of any provision of these Terms shall operate as or be deemed to be a waiver thereof nor shall a waiver by eCode of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- (b) Any waiver of any right or remedy of eCode under these Terms shall only be valid and effective if it is agreed to by eCode in writing.

### **REPRESENTATIONS**

- 14.8 You acknowledge and agree that in entering into these Terms you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms as a warranty.

### **NO THIRD PARTY RIGHTS**

- 14.9 Unless specified otherwise, a person who is not a party to these Terms shall have no right under any law, to enforce any provision in these Terms.

#### GOVERNING LAW AND JURISDICTION

- 14.10 These Terms shall be governed by, and construed in accordance with, the laws of Malaysia and you hereby submit to the exclusive jurisdiction of the courts of Malaysia.

#### DISPUTE AND COMPLAINTS MANAGEMENT

- 14.11 Any complaint regarding how we handle your personal data may be referred to our data protection officer who can be contacted at [support@myboost.com.my](mailto:support@myboost.com.my).
- 14.12 (a) Any complaint, dispute or controversy related to the Funds (including information in the Documents provided by UOB AM) raised by you should be referred, in writing to us via email to [support@myboost.com.my](mailto:support@myboost.com.my). Upon receipt thereof, we will forward such complaint, dispute or controversy to UOB AM and UOB AM will contact you directly.
- (b) Any complaint, dispute or controversy related to the Platform raised by you should in the first instance be referred, in writing to us via email to [support@myboost.com.my](mailto:support@myboost.com.my). We will investigate the complaint and report back to you on the findings and the resolution to the complaint or dispute. If you are dissatisfied with our findings or the handling of your complaint, dispute or controversy, you may, if appropriate, refer the matter to the Securities Commission Malaysia.

#### NOTICES

- 14.13 (a) All notices, demands or other communications required or permitted to be given under these Terms ("**Notices**") shall be sent as follows:
- (i) in the case of a Notice to you, in app or to the electronic mail address indicated by you on your Boost App or edited subsequently by selecting "Profile", and subsequently "Account Settings" through the Boost App; and
  - (ii) in the case of a Notice to us, via email to [support@myboost.com.my](mailto:support@myboost.com.my).
- (b) You are deemed to receive the Notice sent by us upon the earlier of:
- (i) receipt of the Notice by you on the Platform;
  - (ii) receipt of the Notice by you through your electronic mail address; or
  - (iii) expiration of twenty one (21) calendar days following the posting of the Notice on the Platform or to your electronic mail address.
- (c) We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 5:00pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day, provided in all cases that it was actually received by us and in legible form.
- (d) You must promptly inform us of any change in your personal details and mobile details (which shall only include your electronic mail address and contact number) for communication or any of your relevant particulars available in our records by updating the particulars on your Boost App by selecting "Profile", and subsequently "Account Settings" or such other process as may be informed to you by us from time to time, and where requested send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change. We shall not be held liable if you do not update us of the changes in the aforementioned details.

**Schedule 1**

**FUNDS MANAGED BY UOB AM**

No.	Funds	Type of Funds
1.	United Islamic Cash Management Fund ("UICM")	Variable Price