

## TERMS OF USE

These terms and conditions constitute an agreement between you and COMMUNITY P2P SDN. BHD. (Company No. 201601021760 (1192699-V)) (“we,” “our,” or “us”), the operator of the website located at [www.cp2p.com](http://www.cp2p.com) and the mobile application (if applicable) (the “Platform”).

This Platform provides a peer-to-peer (“P2P”) financing service and facilitates a matching service between registered issuers and investors (collectively referred to as the “Services”).

The terms “user,” “you,” or “your” refer to any individual who accesses and/or uses the Website for any purpose, including representatives or authorized persons acting on behalf of an individual, company, or entity, as well as any third parties representing such individuals or entities. In contexts where applicable, these terms may also denote the company or entity itself.

These Terms of Use (“Terms”) and our Privacy Notice available on the Platform (incorporated herein by reference, collectively referred to as the “Agreement”) govern your use of the Platform, including all materials, functions, and features provided therein.

By accessing or using the Platform and/or the Services, you accept the terms of this Agreement. If you do not agree, you must refrain from using the Platform, accessing the Services, or registering for a user account. Please be aware that we provide the Platform and Services “as is” without any warranties. You are required to register and authorize the use and disclosure of your information to allow us to grant you access to the Platform and provide the Services, as detailed in our Privacy Notice at [here](#). Continued use of the Website signifies your acceptance of these terms and conditions, and if you disagree with any part of them, you must stop using the Website immediately.

### (1) The Platform

The Platform and Services enable you to engage in P2P financing as either an issuer or an investor, depending on your role. By using the Platform and/or Services, you acknowledge that the P2P financing opportunities are facilitated by a third-party issuer for a third-party investor. You also understand that we act solely as an intermediary between you and the issuer or investors. You authorize us to share the details of your application with any relevant third parties, including issuers or investors. The Investment Note issued by the issuer in exchange for the subscription paid by any investor, along with its terms and conditions (collectively referred to as the “Investment Note”), will govern the relationship between the investor and the issuer regarding the specific Investment Note. We reserve the right to charge you any applicable fees for your use of the Platform and Services, as disclosed therein. Additionally, we reserve the right to suspend and/or terminate your account at any time, which will result in your inability to access the Platform and/or Services.

### (2) Content

You acknowledge that the Content we provide is based on the best information available to us, including details from issuers, investors, and third parties, and does not constitute our opinion or advice, nor does it serve as a substitute for such.

The Content is intended solely to assist you in identifying P2P financing opportunities between issuers and investors on the Platform. “Content” refers to all materials available on the Platform, including design, text, data, graphics, images, user interface elements, and information provided in response to your inquiries. The content is for your general information and use only, provided on an “As Is” and “As Available” basis without any warranties regarding its truth, accuracy, completeness, compatibility, or reliability. Investors are responsible for forming their own opinions about an issuer’s creditworthiness and should conduct their own research, analysis, and assessments for each Investment Note.

You acknowledge that the information and materials provided may contain inaccuracies or errors, and we expressly disclaim any liability for such inaccuracies to the fullest extent permitted by law. We do not guarantee

the completeness of the content and will not be held liable for any losses resulting from reliance on the information hosted on the Platform.

### **(3) No Warranties to the Investment Note**

We do not recommend or endorse any issuer, investor, and/or investment note listed on the Platform and/or the Services; and do not provide any representations or warranties concerning any issuer, investor, or investment note.

We will not be liable for any cancelled or unfulfilled applications or investment notes, nor for any loss, damage, or injury that may result from such instances, or for any other losses, damages, or injuries related to your use of the Platform and/or the Services.

### **(4) Registration with the Platform**

To access the Services on the Platform, you must register and create an account by providing your name, company name, national registration identity card number, company number, email address, phone number, and any other required information, along with creating a password. These details, referred to as your "Registration Details," are necessary for accessing Services exclusively available to registered users. You are solely responsible for keeping your Registration Details confidential and secure and must not disclose them to anyone. If you suspect that your password has been compromised, you must notify us immediately.

By using the Platform and/or the Services, you confirm that you have the right, authority, and capacity to agree to these Terms of Use and comply with all associated terms and conditions. You are accountable for all activities that occur under your account, and it is your responsibility to report any suspicious transactions or activities to us without delay. We reserve the right to take appropriate action in response to any notifications of unauthorized account use or any actions that disrupt the Platform.

### **(5) User Obligations**

By registering for access to the Platform and/or using the Services, you agree to comply with the following terms and conditions:

- (i) **Non-Interference:** You will not damage, disable, overburden, hack, or impair the Platform, nor interfere with another user's enjoyment and use of it.
- (ii) **Protection of Systems:** You will not harm the functionality of any computer software or hardware accessing the Platform, including by infecting them with viruses, worms, trojans, spyware, keyloggers, or other malicious software.
- (iii) **Prohibited Materials:** You will not upload, submit, publish, share, send, or post any unsolicited or unauthorized materials on the Platform, including spam, chain emails, or promotional content.
- (iv) **Content Restrictions:** You will not copy, reproduce, alter, modify, create derivative works from, or publicly display any part of the Platform's content without prior written consent.
- (v) **No Direct Contact:** You will not contact other users directly to enter into lending transactions outside of the services provided on the Platform.
- (vi) **Identity Misrepresentation:** You will not impersonate any person or entity or misrepresent their identity or authority to act on behalf of someone else.
- (vii) **Account Registration:** You will not register for an account on behalf of another individual or operate an account for someone else without valid authorization.

- (viii) **Lawful Use:** You will only use the Platform for lawful purposes and will not engage in any illegal activities, including money laundering, fraud, scams, cybercrime, or any other criminal acts.
- (ix) **Registration Details:** You agree to furnish current, accurate, and up-to-date information about yourself as stipulated in these Terms of Use.

Any information you send to us is done so at your own risk. However, once we receive your transmission, we will take reasonable measures to protect the security of that information. We reserve the right to remove your username or similar identifier associated with your account if deemed necessary. You acknowledge that you are solely responsible for and accept all risks associated with your access to and use of the Platform and/or the Services.

## **(6) Your Information**

We collect your personal information during the registration process, through your use of the Platform and/or Services, and from other activities conducted on the Platform. Your personal data, as defined by the Personal Data Protection Act 2010, will be collected and processed in accordance with the Personal Data Notice available on the Platform. By using our services, you consent to this processing and authorize us to report, disclose, or exchange any information and documents related to your account(s) and/or affairs with the Inland Revenue Board of Malaysia ("IRBM") or any foreign tax authorities, in compliance with applicable tax requirements, including FATCA and CRS, as mandated by law.

## **(7) Platform Maintenance and Changes to the Content**

We may need to perform scheduled or unscheduled repairs, maintenance, or remote updates to the Platform and/or Services, which could temporarily affect their quality or lead to partial or complete outages. In such cases, we will not be liable to you or any third party for any resulting degradation or outages. We strive to update the Platform regularly and may change its content and terms—including the Terms and Conditions for Investors and Issuers, Privacy Notice, Disclaimer, Risk Warning, and Fee Policy—at any time without prior notice. It is your responsibility to review the latest content and terms before making any decisions related to issuing or investing. If necessary, we may suspend access to the Platform or close it indefinitely, as outlined in the relevant terms. Please be aware that materials on this Platform may be outdated at any time, and we are not obligated to update them.

## **(8) Intellectual Property Rights**

Copyright and other intellectual property rights in the Platform and its Content—including designs, texts, graphics, logos, icons, user interfaces, visual interfaces, and software—are held by us, our affiliated companies, or third-party licensors. All content on the Platform is protected by copyright and intellectual property laws, owned or managed by us or the respective rights holders. Any modification, copying, distribution, or reproduction of the Platform or its Content is strictly prohibited without our prior written permission.

We provide you with a non-exclusive, non-transferable, revocable license to use the Platform solely for authorized purposes related to the Services. When referencing our trademarks, domain names, or trade names ("Marks"), you must attribute them to us and avoid any usage that could cause confusion or mislead.

As the owner or licensee of all intellectual property rights on this Platform, we reserve all rights protected by applicable laws worldwide. You agree to respect these rights and acknowledge that any content accessed through the Platform is at your own risk. We are not responsible for third-party content uploaded to the Platform, and you assume liability for any consequences that may arise from accessing such content. We are committed to upholding individuals' intellectual property rights and will respond to notices of alleged copyright infringement in compliance with applicable laws.

Any consent we grant regarding the Platform or its content can be revoked at any time without prior notice.

## **(9) Linking To/From the Platform**

The Platform and/or Services may include links to third-party websites ("Linked Websites") for your convenience; however, these links may not always be current or maintained. We do not take responsibility for the content or privacy practices of Linked Websites and do not endorse, approve, or recommend them or any associated information, graphics, materials, products, or services, unless explicitly stated otherwise.

We reserve the right to disable any unauthorized links or frames from the Platform at our discretion. You are not permitted to create links to this website or frame it within another website without obtaining prior written consent from us.

Accessing Linked Websites or third-party content is done at your own risk, and the presence of these links does not imply our endorsement. We have no control over the content of external sites and are not liable for any loss or damage that may result from your use of them. Permission for linking or framing may be revoked at any time without notice.

## **(10) Restriction or Prohibited Conduct**

We may, at our discretion, investigate any suspected misuse of the Platform and/or Services, or any behaviour we consider inappropriate, unlawful, or illegal. Below is a non-exhaustive list of activities you must avoid while using the Platform and/or Services, we retain the right to modify this list at any time:

- (i) violates the Terms and Conditions, policies, or any other agreements with us;
- (ii) impersonates or misrepresents any person or entity or anyone related to the Platform;
- (iii) falsely asserting that any statements you make are endorsed by us without our prior explicit written consent;
- (iv) infringes on copyright or property rights;
- (v) using any code or tool that refers to us, the Platform, or the Services to direct users to other websites or services;
- (vi) involves fraudulent, criminal, or unlawful conduct;
- (vii) misuses the Platform in an obscene, offensive, or discriminatory manner;
- (viii) contravenes applicable laws and regulations;
- (ix) reveals any private information of third parties.

We reserve the right to suspend and/or terminate your account if we have reasonable belief that you have committed any breach or suspected to commit breach from the above mentioned.

## **(11) Disclaimer, Limitation of Liability and Indemnification**

By accessing the Platform and/or the Services, you release us, other members of our Company, and Third Parties from any liability concerning your acquisition or failure to acquire Content. We do not guarantee the accuracy, copyright compliance, legality, or appropriateness of any Content accessed through the Platform. Furthermore, we offer no warranties—whether express, implied, or statutory—related to ownership, non-infringement, satisfactory quality, or any other features of the Platform, including the absence of bugs, errors, or viruses.

We cannot guarantee the accuracy of User Content or Third Party Content, nor are we responsible for the conduct of Users or for any offensive or unlawful content encountered on the Platform. Our responsibility does not extend to any specific results from using the Platform and/or the Services for obtaining financing.

You hereby agree to fully indemnify us for any damages, losses, expenses, and costs that may arise, whether directly or indirectly, from your breach of any provisions of these Terms of Use. This obligation to indemnify is in addition to, and does not limit, any other rights and remedies available to us under contract, common law, or otherwise.

Your use of our services is entirely at your own risk. We do not provide any express or implied representations or warranties. We are not liable for any issues related to your ability to access, use, or experience delays with the Platform, nor for any decisions or actions taken based on the information or materials available on the Platform.

We also reserve the right to modify any and all content on the Platform, as well as any Services provided through it, at any time and without prior notice.

#### **(12) Our Rights on Termination**

We reserve the right to immediately terminate or suspend your registration without notice if you breach this Agreement or any related policies, if someone using your account details violates the terms, or if it becomes illegal or contrary to the public interest to continue your access. Your registration may also be cancelled or suspended due to prolonged inactivity. We will not be liable for any loss or damage arising from such actions. You agree not to access the Platform and/or Services after deletion, deactivation, or termination; however, if your account is deactivated due to inactivity, you may re-register.

Any provisions of this Agreement meant to survive termination will continue to be effective. In case of a breach, we reserve the right to revoke, suspend, or terminate your account, cancel any service approvals, or restrict your access to the Platform.

The failure to enforce any part of this Agreement does not waive our rights to enforce it in the future. Members can terminate their membership by providing written notice to us; we may also terminate any membership at any time for any reason, effective immediately upon sending written notice to the member.

#### **(13) Amendments or Modifications or Variations to the Terms of Use**

We retain the right to modify these Terms of Use and associated documents at any time, which may involve changes, additions, or the removal of any aspect, content, or feature of the Services. Updated terms will be posted on the Platform, and we may notify you through email or other communication methods. You can check the "AS AT" legend at the top of these Terms to see when the Agreement was last updated. Changes will take effect immediately upon notification, and your continued access to or use of the Platform indicates your acceptance of the updated Terms of Use or any applicable Agreement. If you do not agree with these Terms, you must stop using the Platform.

We consistently review our Terms and Conditions to ensure they remain current. Therefore, we reserve the right to alter the content, features, and functionality of the Platform without prior notice. It is your responsibility to regularly check this page for updates, as the amended terms will be binding on you and will take effect immediately upon posting. Your continued use of the Platform signifies your acceptance of these changes.

#### **(14) Severability**

If any provision of these Terms of Use is determined to be invalid, unenforceable, or illegal for any reason, that provision will be construed to the maximum extent allowed by law to maintain its validity and enforceability. If such construction is not possible, the remaining terms will still be in effect. Any unlawful, void, or unenforceable provision will be considered severable and will not impact the validity or enforceability of the

other provisions. Any unlawful, void, or unenforceable provision will be considered severable and will not impact the validity or enforceability of the other provisions.

**(15) User Dispute Statement**

Both parties agree to make every effort to resolve any disputes arising from this Agreement or related documents amicably within 30 days of receiving written notice from the other party. You acknowledge that you are solely responsible for your interactions and communications with other users of the Website. In the event of a dispute, we may opt to pursue alternative dispute resolution methods to achieve an amicable settlement, but we are not required to take this step.

**(16) Governing Law**

This Agreement and Terms of Use are governed by Malaysian law, and any disputes will be resolved exclusively by the courts of Malaysia. You consent to the jurisdiction of these courts for any matters arising from this Agreement or your use of the Platform, although we may also initiate proceedings in your country of residence or other relevant jurisdictions for breaches of these conditions.

**(17) Communication and Consent**

If you have any questions, concerns, or complaints, please contact us via email at [support@cp2p.com](mailto:support@cp2p.com), or through any other method we may indicate in the future.

By contacting us, you consent to receive communications electronically and agree to us to use the electronic communication for entering into agreements and communicating with you.