



TERMS AND CONDITIONS

INTERPRETATION

In this Agreement, unless otherwise expressly stated or if the context requires otherwise, the following terms shall have the meanings set out below:-

1. "Agreement" means these terms and conditions in accordance with Shariah Complaint, any account-opening documentation (including an electronic registration form you complete when applying for an AlaDeen Gold Account), and any other documents, terms, and conditions, or policies which AlaDeen Gold expressly states to form part of the agreement between you and us;
2. "AlaDeen Gold Account" means the electronic record of:-
 - a. gold/silver that you own, identified by quantity and purity of the gold/silver, and delivered to us for storage in the Vault;
 - b. payments to and from us in relation to the purchases, sales, and withdrawals, and/or redemptions of gold/silver and any other transactions between you and us under this Agreement;
 - c. the fees levied by us for services provided to you.
3. "Subscriber", "you" or "your" means a person who has registered and has been accepted by us for an AlaDeen Gold Account on the AlaDeen Gold Mobile App, including satisfactorily completing the applicable verification requirements in accordance with this Agreement;
4. "Force Majeure" means any circumstance, act, or event beyond our reasonable control, including (but not limited to) any:-
 - a. lockouts, strikes, or other industrial disputes (in each case, whether or not relating to our workforce and whether or not beyond our reasonable control);
 - b. changes to applicable laws, acts, or regulations of any governmental or supranational bodies or authorities;

- c. breakdown, failure, malfunction, or hacking of telecommunications or computer services or systems (including the internet) including, without limitation, any third-party services or systems or acts of hackers;
 - d. unusual volatility in the market, hacking, Denial of Service (DoS) attack, deliberate market distortion or manipulation, and disruptions to trading or the trading price;
 - e. act of God, fire, an act of government or state, terrorist act, war, civil commotion, insurrection or embargo, earthquake, nuclear incident, floods, volcanic action;
 - f. inability to communicate with brokers or market makers for whatever reason or late or mistaken delivery or payment by any bank or counterparty;
 - g. prevention from or hindrance in obtaining any energy or other supplies; and
 - h. any other reason (whether or not similar in kind to any circumstance, act, or event described in (a) to (g) above).
- 5. "AlaDeen Gold", "we", "us", "our", and/or "company" means Al-Ebreiz Global Capital Berhad, a company incorporated in Malaysia with its registered address at Suite 12 & 13, Level 2, Resource Centre, Technology Park Malaysia, Bukit Jalil, Kuala Lumpur;
 - 6. "AlaDeen Gold Services" means any and/or all of the services provided to you through the AlaDeen Gold;
 - 7. "Password" means the string of at least eight (8) characters in length that you may use to access your AlaDeen Gold Account;
 - 8. "Privacy Notice" means the privacy notice of AlaDeen Gold (as amended from time to time);
 - 9. "Promotional Balances" means the balance in your AlaDeen Gold Account resulting from your participation in any AlaDeen Gold promotions, including campaigns and the use of promotional codes;
 - 10. "Vault" means the location where gold/silver is physically stored pursuant to an agreement entered into by or on behalf of AlaDeen Gold with a Vault Operator;
 - 11. "Vault Operators" means one or more service providers appointed by us (or our agent) in accordance with clause 8 to store gold/silver on behalf of our subscribers.

ACCEPTANCE OF AGREEMENT

- 1. This Agreement takes effect upon acceptance by the Subscriber of these terms and conditions in accordance with Shariah

Complaint during the account opening process through the AlaDeen Gold Mobile App. The relationship between AlaDeen Gold and the Subscriber arising from or in connection with the Subscriber's AlaDeen Gold Account shall be defined and governed by this Agreement.

2. This Agreement applies to your AlaDeen Gold Account and your use of:-
 - a. the AlaDeen Gold; and
 - b. any of the services provided to you by AlaDeen Gold.
3. By signing up to use the AlaDeen Gold Mobile App, you agree:-
 - a. that this Agreement will document the contractual relationship between you and us;
 - b. to be bound by the provisions of this Agreement;
 - c. to comply with all relevant laws of any territory of which you are a citizen, national, or subject, and of any territory in which you are resident from time to time, and of any other territory from which you access the AlaDeen Gold, the laws of the countries in which the Vaults are located (where applicable), and including, without limitation, the laws of Malaysia and Singapore; and
 - d. to authorize and allow AlaDeen Gold to disclose your personal information and documents to parties providing a loan, credit, and/or any other financial services to you.
4. You understand, acknowledge, and agree that:-
 - a. the gold/silver recorded in your AlaDeen Gold Account is held by AlaDeen Gold as bailee and is stored in a Vault;
 - b. if you register and hold an AlaDeen Gold Account, the transaction of buying and selling gold/silver is limited to a maximum of 1000g (per transaction). This limit may be varied from time to time at the discretion of AlaDeen Gold, without prior notice to you;
 - c. any money credited to your AlaDeen Gold Account is not a deposit with or loan to us; and/or your AlaDeen Gold Account is not a bank account under the Financial Services Act 2013 (as amended);
 - d. any money or gold/silver balance incorrectly credited to any of your AlaDeen Gold Accounts shall be subject to a clawback or recoupment policy currently in effect or as may be adopted by AlaDeen Gold. Such a decision is at the sole discretion of AlaDeen Gold;
 - e. any money standing to the credit of your AlaDeen Gold Account represents payment for gold/silver that you intend to

purchase under this Agreement, and AlaDeen Gold is authorized without any further action required from you and without prior notice to you to convert such money to gold/silver, at a price and subject to fees determined under clauses 6 and 8, at any time and from time to time;

- f. any money unutilized under clause 2.4 constitutes a non-interest bearing security deposit that is held by us as security against any breach of your obligations under this Agreement and may be applied by us towards the performance of any obligation you owe to us under this Agreement;
 - g. there is no interest payable to you on any amount in your AlaDeen Gold Account in accordance with Shariah Complaint;
 - h. the gold/silver in your AlaDeen Gold Account is insured under insurance policies arranged by the Vault Operators and are not insured by the Perbadanan Insurans Deposit Malaysia;
 - i. you are only allowed one AlaDeen Gold Account per mobile phone and per mobile phone number, and it is your responsibility to retain control of your mobile number. If you change your phone number, you are required to change your phone number in your AlaDeen Gold Account;
 - j. it is your responsibility to verify the email address and details of the person you are sending gold/silver to, and also to approve yourself as a gift contact via email;
 - k. the AlaDeen Gold Account can be operated on most Android devices and iOS devices subject to any restrictions or settings applicable to the devices;
 - l. except as required by law, no person shall be recognized by AlaDeen Gold as holding any gold/silver under this Agreement upon any trust, whether, express, implied, or constructive, and AlaDeen Gold shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in your AlaDeen Gold Account except an absolute right to the entirety of the AlaDeen Gold Account.
5. You acknowledge that the AlaDeen Gold Platform and the AlaDeen Gold Services do not constitute a "capital market service" under the Capital Markets and Services Act 2007 (as amended), trading of, or an exchange in, securities, investment contracts or any document, instrument or writing commonly known as a "security" or "derivative", at law or otherwise.
6. You understand that you may only purchase or sell gold/silver through your AlaDeen Gold Account by way of:-
- a. transfers to, or from, a personal bank account, in your own name which you have linked to your AlaDeen Gold Account; or
 - b. transfers from your BillPlz (Boost, Touch 'n Go, PayPal)

account linked to your AlaDeen Gold Account; or

c. physical withdrawals and/or redemptions of gold/silver as described in clause 9;

7. To be eligible to use the AlaDeen Gold services, you must be at least 18 years old or the applicable age of majority and contractual capacity if you reside in a jurisdiction where the age of majority or contractual capacity is above 18 years of age. By accessing or using the AlaDeen Gold Services, you represent and warrant that you are both over the age of 18 years old and of the applicable age of majority and contractual capacity in the jurisdiction in which you reside.

COMMUNICATIONS

1. Communications between you and AlaDeen Gold may be conducted by mail or by telephone, fax, online, or by other electronic means that we offer from time to time. Any instructions that you give to us in any such manner will have the same legal effect as if you gave them to us in traditional written form. You agree that all telephone calls and electronic communications may be recorded and kept by us as a record of your instructions.
2. You are responsible for the accuracy of your instructions for all transactions in your AlaDeen Gold Account. Instructions once sent, in any form acceptable under the AlaDeen Gold Platform in relation to your AlaDeen Gold Account, are final and irrevocable. It is your responsibility to ensure that your personal information registered on the AlaDeen Gold Platform is accurate at all times.
3. You agree to promptly review the transaction history and any account statements pertaining to your AlaDeen Gold Account that you receive to ensure that your instructions have been carried out and that there have been no unauthorized dealings in your AlaDeen Gold Account. You must inform us of any errors or omissions within seven (7) calendar days of the disputed transaction(s).

SUBSCRIBER DUE DILIGENCE

1. You agree to provide AlaDeen Gold with such information as AlaDeen Gold may require or request, in its discretion, in relation to this Agreement and your relationship with AlaDeen Gold, including all necessary information to comply with all applicable laws and regulations, including all applicable anti-money laundering rules and regulations.
2. You agree that AlaDeen Gold is entitled to perform a background check prior to approving your application to open an AlaDeen Gold Account or at any other time during the course of the relationship at our discretion. You further consent to AlaDeen

Gold contacting credit bureau to obtain information about you for purposes of confirming your identity under applicable "know-your-customer" ("KYC") rules. You understand that failure to provide any of the information we request from time to time under such rules may result in your AlaDeen Gold Account being frozen and/or terminated without any notice to you.

3. You represent and warrant to us at all times that, to the best of your knowledge, any information provided to us by you is complete, accurate, and not misleading in any material respect, and you agree to notify us should such information change.

SECURITY AND PRIVACY

1. To protect your privacy and information about your AlaDeen Gold Account and to access your account, you must create a password when you open an AlaDeen Gold Account. Unless you enter the correct password upon logging in to your AlaDeen Gold Account, we are unable to take your instructions regarding your AlaDeen Gold Account. You are responsible for, and give us your authorization to carry out, all instructions given to us online where and when your correct password is entered to access your AlaDeen Gold Account. AlaDeen Gold will not be liable to you for any loss or claim arising out of our relying on oral or electronic instructions provided to us using your password.
2. You accept that it is your responsibility to keep your password confidential. You alone are responsible for your Password security. When you give us instructions by cellular phone, email, or other non-secure methods, including instructions sent through the Mobile App, we cannot guarantee confidentiality because third parties can intercept those methods of communication. Suppose you suspect that any other person has become aware of your password. In that case, you must immediately notify us in writing by email, and you agree to cooperate with us in any subsequent investigation. Until you notify us, you will be liable for all transactions that are made using your password. In addition to Passwords, you may be required to adopt other security measures that we make available to protect the security of your information.
3. You must exercise safe security practices when accessing and conducting electronic transactions. This includes signing out and closing any online electronic transaction services once all transactions have been completed, regardless of your method of accessing the AlaDeen Gold Platform. You must also maintain any security measures that we recommend relating to requirements for encryption technology, virus scanning, software, firewall systems, anti-spyware software, cybersecurity measures, and similar safeguards to maintain security for all electronic transaction activities.
4. AlaDeen Gold does not store Passwords on the backend, only on

the user's phone; consequently, only one device can be used by a user for one account at any point in time.

5. Every network communication with AlaDeen Gold servers is secured by the Transport Layer Security ("TLS") protocol.
6. AlaDeen Gold maintains the master copy of ownership records. Records relating to you and your AlaDeen Gold Account will only be modified upon the execution of your valid instructions, in accordance with the terms of this Agreement.
7. On a regular and frequent basis, but no more frequently than daily, AlaDeen Gold will publish reconciled and anonymized subscriber-by-subscriber records of ownership of all the bullion in the vaults held by subscribers to both internal and independent external sources.
8. AlaDeen Gold ensures that at least two widely separated data storage sites receive duplicates of the full AlaDeen Gold database.

PRICE

1. You agree that the price for any purchase or sale of gold/silver for any transaction within your AlaDeen Gold Account will be based on the Best Bid or Offer ("BBO") as calculated by our pricing engine. The pricing engine, among other things, collects and distributes real-time gold/silver prices from its bullion counterparties quoting bids and offers for the purchase or sale of physical gold/silver bullion from each respective Bullion Provider AlaDeen Gold transacts with. You accept that the BBO is determined at AlaDeen Gold's sole and absolute discretion taking into account all factors it deems relevant, including without being limited to the prevailing world and local market conditions for gold/silver, the exchange rate between United States Dollar (or any other foreign currency adopted) and Ringgit Malaysia and the gold/silver fineness. Every gold/silver transaction in your AlaDeen Gold Account is executed at the BBO plus the current prevailing fee published on the AlaDeen Gold Platform.
2. Physical deliveries of gold/silver are subject to a processing fee payable from your AlaDeen Gold Account. Taking possession of physical gold/silver will incur shipping and insurance surcharges which will be confirmed with you in advance. It is your responsibility to ensure that sufficient funds are available in your AlaDeen Gold Account at the effective time of any funds transfer or payment to satisfy in full any such funds transfer or payment. Requested transactions may not be processed if you do not have sufficient funds in your AlaDeen Gold Account.
3. Storage fees will apply for gold/silver stored with the Vault Operators, at rates prescribed by AlaDeen Gold from time to time.

4. You are entitled to a refund of any purchase made within seven (7) days but shall remain liable for any fluctuation in gold/silver prices and administrative fees.

GOLD/SILVER QUALITY, PURITY, AND AUDITING

1. AlaDeen Gold takes only assayed bullion bars as good delivery from recognized counterparties, bullion dealers, and bullion banks according to best industry practices that exist in the market.
2. All physical gold/silver purchased by you will be stored at a Vault Operator upon purchasing the metal in your AlaDeen Gold Account.
3. AlaDeen Gold deals exclusively in investment gold/silver bullion being not less than 99.5% purity and of a weight and manufacturer accepted by the global bullion markets such as LBMA, COMEX, or other globally recognized bullion markets.
4. AlaDeen Gold Accounting units of gold/silver, in accordance with standard bullion-market practice, are expressed in fine gold/silver content. The fine gold/silver content of each bar is its weight multiplied by its purity. The resulting units of gold/silver applied on your AlaDeen Gold Account are 99.99% pure gold/silver content (fine gold/silver) of a 99.5% (or greater) assayed bullion bar denominated in grams.
5. AlaDeen Gold confirms that it has obtained a representation from its gold/silver bullion counterparties that every gram of gold/silver purchased by AlaDeen Gold for AlaDeen Gold Accounts is a gram of the 99.99% pure gold/silver content (fine gold/silver) of a 99.5% (or greater) assayed bullion bar held in the relevant Vault.

STORAGE AND INSURANCE

1. You authorize us to arrange for the storage, transportation, and insurance of your gold/silver. We will hold your gold/silver as bailee and appoint Al-Ebreiz Global Capital Berhad ("AGCB"), the ultimate parent of AlaDeen Gold, or any of its affiliates ("AGCB"), as our agent, to enter into storage agreements with gold/silver vault operators selected by AlaDeen Gold in its sole discretion (a "Vault Operator").
2. All storage agreements with Vault Operators are entered into by AGBC.
3. Any storage agreement entered into by AGBC with a Vault Operator provides that gold/silver allocated under the storage agreement will be specifically identified and physically segregated at all times.

4. You authorize us to act as bailee and provide instructions to the Vault Operator and insurance company in such capacity under the terms of the bailment.
5. Notwithstanding any other term, neither AlaDeen Gold nor AGCB is responsible for the physical storage and safekeeping of your gold/silver bullion. That responsibility lies with the Vault Operator. Beyond committing to ensure adequate insurance is in place in relation thereto, as set forth in clause 8.6 below, neither AlaDeen Gold nor AGCB has any responsibility or liability relating to the storage of gold/silver.
6. AlaDeen Gold will ensure your bullion is insured against theft and damage according to the accepted insurance standards of the bullion industry and at a cost that is included in the charge, you pay to AlaDeen Gold in respect of custody of your bullion.
7. AlaDeen Gold confirms to you that, in each storage agreement, the Vault Operator agrees to provide AlaDeen Gold with documentary evidence of insurance.

FEES AND LIMITS

1. You may, by initiating a withdrawal and/or redemption request via the AlaDeen Gold Platform, together with such identifying information as requested by AlaDeen Gold and on behalf of the Vault Operator, at any time request physical delivery of your gold/silver to you, provided that you hold sufficient gold/silver (as specified in clause 9.2) and subject to the withdrawal and/or redemption limits described below.
2. Physical withdrawals and/or redemptions of gold/silver are subject to a minimum quantity in the form of whole grammes when making a physical withdrawal and/or redemption request through the AlaDeen Gold. Physical withdrawals and/or redemptions of gold/silver may be subject to maximum daily withdrawal and/or redemption limits. You are responsible for the payment of any insurance, delivery, and transportation fees, which will be advised to you and agreed upon with you in advance.
3. You may sell the gold/silver in your AlaDeen Gold Account by transferring funds to your AlaDeen Gold mobile wallet, which can then be transferred to your personal bank account. You may make a request to withdraw your funds in your AlaDeen Gold Account by upgrading/verifying your AlaDeen Gold Account. The gold/silver in your AlaDeen Gold Account will then be sold at the prevailing market price at the time of the withdrawal and/or redemption pursuant to clause 6. The transfer of funds between your AlaDeen Gold Account and your personal bank account may be subject to spending limits based on your gold/silver balance and the maximum daily allowance prescribed by our third-party banking operator.

4. AlaDeen Gold reserves the right to reject any incoming or outgoing wire. Outgoing wire instructions may be rejected if the details provided are insufficient, the receiving institution cannot be identified, it is uneconomical to do so, the currency is not one of the currencies accepted by AlaDeen Gold from time to time, or if there are insufficient net funds in the AlaDeen Gold Account. Incoming wire transfers will be rejected if they are sent from a third party or from a bank in a country that AlaDeen Gold deems to pose a high risk.

PROMOTIONAL BALANCES

1. Promotional Balances are equal in value and redemption rights to traditional AlaDeen Gold balances in your AlaDeen Gold Account.
2. AlaDeen Gold may disqualify an AlaDeen Gold Account holder from promotion and/or claim back Promotional Balances if it believes, in its absolute discretion, that their AlaDeen Gold Account or subsequent referred AlaDeen Gold Accounts have been set up to abuse the promotion or if you are otherwise in breach of this Agreement or the terms and conditions of the promotion. AlaDeen Gold reserves the right to suspend, modify or terminate a promotion at any time and without prior notice.
3. AlaDeen Gold reserves the right to validate referred AlaDeen Gold Accounts, which must meet the terms outlined in clause 2 and may withhold Promotional Balances for up to sixty (60) days.
4. You agree not to send an AlaDeen Gold invitation template to anyone you do not have a personal relationship with. Sending your invitation to persons with whom you do not have a personal relationship will constitute spamming and may result in a suspension of your AlaDeen Gold Account.
5. Employees of AlaDeen Gold and family members of employees are excluded from participating in any promotional exercises.
6. Details of any promotional campaigns will be published on the AlaDeen Gold Platform, and we reserve the right to amend the details by updating the same on the AlaDeen Gold Platform.

LIMITATION OF LIABILITY: NO WARRANTIES

1. AlaDeen Gold, its agents, employees, or officers, shall under no circumstances be liable:-
 - a. to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement;
 - b. for any special, general, direct, indirect, incidental, or

consequential damages, even if we had been advised of the possibility thereof;

- c. for any fees, duties, taxes, or loss as a result of theft or any other loss of gold/silver after it has been removed from the Vault at your request for delivery or collection;
 - d. for any damages resulting from the latent defect, loss of data, or loss of profits;
 - e. for any damages resulting from any of your instructions not being sufficiently clear or any failure by you to provide correct or requested information;
 - f. for any loss as a result of risks associated with online trading, including software and hardware failure latent defect, loss of data, delays, failure, errors, omissions, or losses of transmitted information or instructions, power outages, internet failure, hackers, denial of service (DoS) attacks, viruses, or other contaminating or destructive properties;
 - g. for any penalties, fees, interest, costs, or damages imposed upon or incurred by you with respect to any transfers or payments, or for our inability to retrieve electronic payments from accounts held at financial institutions;
2. AlaDeen Gold will not be in breach of this Agreement or otherwise liable for any loss suffered or incurred as a result of any delay in performance or any non-performance of any obligations under this Agreement (and, where relevant, the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to:-
- a. Force Majeure; or
 - b. neglect, serious fault, or willful misconduct on the part of you, including any failure to keep your password secure and any failure to comply with this Agreement or associated policies.
3. In the case of Force Majeure, we will use our reasonable endeavors to mitigate the effect of the Force Majeure and to carry out our obligations under this Agreement in any other reasonably practicable way. We will, as soon as reasonably practicable, notify you of the nature and extent of the circumstances giving rise to Force Majeure. If the Force Majeure in question prevails for a continuous period in excess of six (6) months after the date on which the Force Majeure begins, you shall be entitled to give notice to us to terminate this Agreement in accordance with clause 13;
4. In the case of market distortion, volatile markets, systems (including third party systems upon which AlaDeen Gold is reliant) being hacked, and market disruption, AlaDeen Gold reserves the right to adjust an order if the metal and currency

quotes received from AlaDeen Gold's data source, when the order was placed, is found to be incorrect. AlaDeen Gold will contact you if an order needs to be adjusted due to incorrect market data, and you may cancel the order if you do not want to trade on the corrected market rate;

5. Our total liability to you in respect of any losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the AlaDeen Gold – Gold bar and/or Silver bar at the time of the alleged claim;
6. Information sent over the internet may not be completely secure, and the Internet and related online systems may not function at all times. We are not responsible for any loss or damages you may incur if a third party obtains access to your confidential information transmitted over the internet or if you are temporarily unable to determine your balance on the AlaDeen Gold Platform;
7. Suppose you grant express permission for a third party to connect to your AlaDeen Gold Account, either through the third party's product or through the AlaDeen Gold Services. In that case, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold AGCB responsible for, and will indemnify AlaDeen Gold from, any liability arising from the actions or omissions of this third party in connection with the permissions you grant;
8. AlaDeen Gold shall not be responsible for any loss or damages resulting from any failure on your part to conduct appropriate due diligence on parties with whom you choose to deal. You accept that you may make and receive payments from other AlaDeen Gold users and understand that AlaDeen Gold does not accept liability for the fraudulent or misleading actions of parties to whom you make and from whom you receive payments. It is your entire responsibility to conduct appropriate due diligence and your choice whether or not to make a payment or agree to receive a payment in return for goods or services;
9. You will not be held responsible for any fraudulent transactions on your AlaDeen Gold Account directly resulting from:-
 - a. fraudulent, or grossly negligent acts committed by us; or
 - b. a breach of security of the AlaDeen Gold application except where such transactions resulted from the misuse of your password.
10. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ALADEEN GOLD DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR

ANY PARTICULAR PURPOSE.

11. This clause 11 shall survive termination of the Agreement or closure of any AlaDeen Gold Account.

INDEMNITY

1. Subject to clause 11 above, except to the extent that it results from AlaDeen Gold's gross negligence or willful default or arises from any contravention or breach by AlaDeen Gold of any applicable law, you irrevocably and unconditionally agree to indemnify and keep AlaDeen Gold, and its directors, officers, employees, and agents indemnified against any loss, claim, damage, cost, or expense or any other liability whatsoever (including, without limitation, legal fees on a full indemnity basis and all taxes and other duties payable in connection therewith) which may be suffered:-
 - a. in connection with any service provided to you under this Agreement;
 - b. as a result of your failure to comply with its obligations under this Agreement;
 - c. in the enforcement of this Agreement; or
 - d. in connection with any instruction given by you, any transaction effected for you, or any service provided to you, including any action properly taken by AlaDeen Gold or by its agents under this Agreement.
2. The indemnity in this clause 12 shall continue notwithstanding the termination of this Agreement or closure of any AlaDeen Gold Account.

TERM AND TERMINATION

1. Subject to clause 13, this Agreement will remain in effect and will bind you and us until such time as your AlaDeen Gold Account is closed. We may, at our absolute discretion, close your AlaDeen Gold Account and terminate this Agreement by notice to you with immediate effect for any reason whatsoever, including any breach of this Agreement by you or if you become bankrupt. You may close your AlaDeen Gold Account and terminate this Agreement by giving written notice to us if your AlaDeen Gold Account has nil or zero balance.
2. AlaDeen Gold reserves its right to immediately suspend or terminate your access to any or all of the AlaDeen Gold Services and/or deactivate or cancel your AlaDeen Gold Account if you are in default, including if AlaDeen Gold is required to do so by a valid subpoena, court order, or order from a regulatory authority, or otherwise required by law, your

AlaDeen Gold Account is being misused or AlaDeen Gold suspects that it is being used in furtherance of illegal activity (with or without actual knowledge of the same), you take any action to circumvent AlaDeen Gold's controls, including, but not limited to, opening multiple AlaDeen Gold Accounts or abusing promotions which AlaDeen Gold may offer from time to time, or if you are in breach of this Agreement.

3. You will be permitted to transfer the balance in your AlaDeen Gold Account after ninety (90) days have elapsed following AlaDeen Gold Account deactivation or cancellation unless such transfer is prohibited by a valid subpoena court order, order from a regulatory authority, or otherwise prohibited by law. You are responsible for arranging the transfer by way of physical withdrawal and/or redemption of gold/silver or movement of funds to a bank account after your AlaDeen Gold Account deactivation or cancellation.
4. You will not be charged for canceling your account and will only be required to pay for the AlaDeen Gold Services used subject to charges. If any transaction is in a pending state at the time your account is canceled or suspended, such transaction may be canceled and/or refunded as appropriate. You may not cancel your account to evade an investigation or avoid paying any amounts otherwise due to AlaDeen Gold.
5. Upon suspension or cancellation of your account, you authorize AlaDeen Gold to cancel or suspend pending transactions and hold the funds associated with such transactions until AlaDeen Gold is certain that funding reversal windows are complete. In the event that AlaDeen Gold closes your account or terminates your access to the AlaDeen Gold application, or deactivates or cancels your account, you will remain liable for all amounts due hereunder.
6. Any accrued rights, remedies, obligations, and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Any clauses of this Agreement that expressly or by implication have effect after termination shall continue in full force and effect.
7. In the event that a technical problem causes a system outage or account errors, AlaDeen Gold may temporarily suspend access to your AlaDeen Gold Account until the issue is resolved.

DEATH OR INCAPACITY

1. Suppose you die or otherwise become incapacitated, and evidence of such is produced to us by your legal personal representative(s), which we deem to be sufficient in our absolute discretion. In that case, you authorize us to sell the gold/silver in your AlaDeen Gold Account at the prevailing market price and release the funds (after deducting all

applicable fees and charges) to your legal personal representative. In such an event, your legal personal representative shall be the only person(s) recognized by AlaDeen Gold as having any title or legal rights to your AlaDeen Gold Account.

2. Nothing in this Agreement shall release the estate of a deceased Subscriber from any liability in respect of the AlaDeen Gold Account.

TAX AND ZAKAT

1. You are responsible for paying all local taxes, tariffs, and zakat that may be applicable to purchases, conversion, sale, or custody of gold/silver and any associated charges in accordance with Shariah.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. You acknowledge that any and all intellectual property rights including, without limitation, the AlaDeen Gold trademark, any other trademarks, trade names, copyright, and other rights used or embodied within the AlaDeen Gold Platform are and will remain AlaDeen Gold's sole property.
2. All information and material which we supply to you, excluding your account balances and other information specific to your account, constitutes part of our confidential and proprietary information except for any such information or material in the public domain through no fault of yours. You may not reproduce, copy, or disclose such confidential and proprietary information without our prior written consent.
3. You warrant that you will not, nor will you attempt to, tamper with, modify, reverse engineer, gain unauthorized access to, or in any way alter any of our software or the AlaDeen Gold application. You understand that we may close your account immediately and may take legal action against you if you breach or reasonably suspect that you may have breached this warranty.

MISCELLANEOUS

1. Assignment

- a. AlaDeen Gold may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- b. Without the prior written consent of AlaDeen Gold, you shall not assign, transfer, charge, subcontract, or deal in any

other manner with all or any of its rights or obligations under this Agreement.

2. Right of set-off

- a. You shall be under an obligation to pay all amounts due under this Agreement in full without any deduction or withholding except as required by law, and you shall not be entitled to assert any credit, set-off, or counterclaim against AlaDeen Gold in order to justify withholding or to dispute payment of any such amount in whole or in part.
- b. AlaDeen Gold may, without limiting its other rights or remedies, set off any amount owing to it (or to any of its affiliates) by you against any amount payable by AlaDeen Gold to you.

3. Currency

- a. Any and all monetary amounts displayed in the AlaDeen Gold Platform are in the local currency selected by you.
- b. Currency conversions are performed from time to time.
- c. AlaDeen Gold itself does not charge currency conversion fees and shall not be liable for any fees, charges, or conversion rates on international transactions which may be charged by credit card issuers, financial institutions, or banks.

4. Entire agreement

- a. This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of the Agreement. Each party to the Agreement acknowledges that, except in the case of fraud, in entering into this Agreement, it is not relying on any pre-contractual statement which is not repeated in this Agreement.
- b. Except in the case of fraud by either party, no party shall have any right of action against the other party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- c. This Agreement applies to the exclusion of any other terms that you may seek to impose or incorporate or implied by trade, custom, practice, or course of dealing.

5. Variation

- a. Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by an authorized signatory of AlaDeen Gold.
- b. We shall have the right, by notice in writing to you, to add

to, alter, vary, supplement, or modify all or any parts of the Agreement at any time as we may consider necessary or desirable in order to reflect changes in the law, to meet regulatory requirements or to reflect new industry guidance and codes of practice or changes to our notices, policies, and operating procedures.

- c. We may vary or amend the terms or provisions of this Agreement (including those relating to fees) by giving you written notice of any variation or amendment, which notice is posted to your AlaDeen Gold Account or email address, shall be deemed to have been received by you on the day it was posted.
- d. You shall be deemed to have agreed to any variation or amendment of the terms or provisions of this Agreement if you continue to use our services after the date specified in the notice as the effective date of such variation or amendment. If you do not wish to be bound by any variation or amendment notified to you in accordance with this clause, you may terminate this Agreement and must notify us in writing without delay and, in relation to variation or amendment, before the expiry of the notice period.

6. Severability

- a. In the event any provision (or part of any provision) of this Agreement shall for any reason be held by a court or any other competent authority to be invalid, illegal, or unenforceable, that provision, to the extent required, shall be deemed deleted and the remaining provisions shall remain valid and enforceable.

7. Rights of third parties

- a. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

8. No agency or partnership

- a. Except as otherwise expressly provided for in this Agreement, nothing in this Agreement is intended to or shall be deemed to constitute a trust, partnership, or joint venture of any kind between any of the parties, nor constitute any party a fiduciary or agent of another party for any purpose. No party shall have the authority to act as an agent for or bind the other party in any way.

9. Notices

- a. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent to the other party; such notice shall be deemed to have been duly received on the same day as it is sent.

- b. This clause shall not apply to the service of any proceedings or other documents in any legal action, which documents must be sent to AlaDeen Gold's registered address, as published on the AlaDeen Gold application from time to time.

10. No waiver

- a. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

11. Governing law

- a. This Agreement is governed by the laws of Malaysia applicable therein. In the event of a dispute but subject to clause 17.11(b) below, you agree that the courts of Malaysia will be competent to hear such dispute, and you agree to be bound by any judgment of that court.
- b. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be decided by arbitration in accordance with the Rules for Arbitration of the Asian International Arbitration Centre. The number of arbitrators shall be three. The place of arbitration shall be Kuala Lumpur. The language used in the arbitration proceedings shall be English. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

12. Void where prohibited

- a. Although the AlaDeen Gold application is accessible worldwide, not all features, products, or services discussed, referenced, provided, or offered through or on the AlaDeen Gold application are available to all persons or in all geographic locations or appropriate or available for use outside of Malaysia. AlaDeen Gold reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on the AlaDeen Gold application is void where prohibited. If you choose to access the AlaDeen Gold application from outside Malaysia, you do so on your own initiative, and you are solely responsible for complying with applicable local laws. AlaDeen Gold is not responsible

or liable for any legal action, loss, or damage arising from or in connection with any illegality or breach of law arising from you accessing or initiating a transaction on the AlaDeen Gold application outside Malaysia.

13. Language

- a. The parties to this Agreement have requested that this Agreement and any related document be written in English.
- b. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided solely for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original language of English.

14. Stamp Duty

- a. The Subscriber shall bear the stamp duty for this Agreement.