

## Terms Of Service

Please read this agreement carefully to ensure that you understand each provision.

### 1. Use of Our Service

**Eligibility.** You may use the Service only in compliance with this Agreement and all applicable Malaysia laws, rules, and regulations.

By using the Service, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

License to use the Alphacore Technology “Alphadash” Service. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and as permitted by the features of the Service. Alphacore Technology reserves all rights not expressly granted herein in the Service. Alphacore Technology may terminate this license at any time for any reason or no reason.

### 2. Alphadash Accounts

Your Alphadash account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. There are currently four types of Alphadash accounts: Free Trial, Entry, Professional (paid) and Customization (paid). The services and functionality available to you will vary based on your account type and how your account is configured by the account owners or admin (if applicable). If you open a Alphadash account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to Alphadash with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

When creating your account, you must provide accurate and complete information in order to be accepted as a Alphadash customer. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique username, password, or other security code. You must notify Alphacore Technology immediately of any

breach of security or unauthorized use of your account. Alphacore Technology will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in your account. By providing Alphacore Technology your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers.

Alphacore Technology usernames are provided on a first-come, first-served basis and may not be offered for sale, sold, bought, solicited, or inactively held for future use. Inactive accounts may be renamed at any time without notification.

### 3. Service Rules

#### 3.1 General

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Alphacore Technology servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity, including engaging in phishing activity or including misleading links or information to entice viewers to click through to an illegal or fraudulent website; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using any Alphadash Content (as defined below), including any Alphadash trademarks, in any manner that might tarnish, disparage, or reflect adversely on such Alphadash Content; (xiv) using the Service to support, incite or promote illegal behaviour, discrimination, hostility or violence; (xv) using any Alphadash trademark or any variant

thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data; (xvi) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with Alphadash trademarks; (xvii) copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of Alphacore Technology; (xviii) using any Alphadash Content to link to the Alphacore Technology website without the prior written consent of Alphacore Technology; (xiv) framing or hotlinking to the Service or any content other than your own without the prior written consent of Alphacore Technology; or (xv) uploading any content that is illegal, sexual or pornographic, features child exploitation material or links to such material.

If you or your User breaches our Terms of Use, we may, without prior notice to you, delete such User and any other User Content you have uploaded.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. If your account is terminated for any reason, you must obtain written authorization from Alphacore Technology prior to establishing another account. If you attempt to establish another account without obtaining such authorization, Alphacore Technology may permanently ban you from the Service. You may not have more than one active account at any time without the written consent of Alphacore Technology in each instance.

You are solely responsible for your interactions with other Alphacore Technology Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Alphacore Technology shall have no liability for your interactions with other Users, or for any User's action or inaction.

## 4. User Content

### 4.1 General

Some areas of the Service allow Users to submit and publish content such as profile information, sales information, project information, comments, questions, and other content or information (any such materials a User submits, posts, displays, prints or otherwise makes available on or via the Service without compensation "User Content").

#### 4.2 Uploading and Publishing User Content to Alphacore Technology.

You agree not to submit or use User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), threatening, hostile, violent, or that which provokes violence or hostility, profane, or otherwise objectionable; (vi) contains any information which discriminates against others based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin; (vii) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (viii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (ix) contains any information or content that you know is not correct and current. You agree that any User Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy or publicity. Alphacore Technology reserves the right, but is not obligated, to reject and/or remove any User Content that Alphacore Technology believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

1. Your User Content and Alphacore Technology's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy and publicity rights.
2. Alphacore Technology may exercise the rights to your User Content granted under this Agreement without liability for payment of residuals, fees, or royalties payable under any collective bargaining agreement or otherwise.
3. There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of your User Content or which might in any way impair the rights granted by you hereunder.
4. Your User Content is neither obscene, defamatory, or otherwise objectionable.
5. To the best of your knowledge, all your User Content and other information that you provide to us is

truthful and accurate. 6. You will not transmit unsolicited emails or engage in spamming to publicize or promote your relationship with Alphacore Technology.

Alphacore Technology takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, publishes or prints over or using the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing and printing it and you agree that Alphacore Technology shall not be liable for any damages you allege to incur as a result of User Content, or your use of either in printed form. In the event that your User Content is alleged to be offensive, inappropriate for children, unlawful or otherwise in breach of these terms, you agree that Alphacore Technology may disclose such User Content to law enforcement or other government authorities.

#### 4.3 Alphadash Sites

(i) You must not present a misleading endorsement or affiliation with Alphacore Technology on a Alphadash Site, including (but not limited to), by attempting to register a domain name or subdomain name that includes the word 'ALPHADASH' or any other Alphacore Technology brand or trademark.

(ii) Alphacore Technology may include or require any terms to be included on a free Alphadash Site at any time for any reason.

(iii) You agree that by registering or renewing your Alphadash account, you represent and warrant that:  
(i) all information provided to Alphacore Technology is true, complete and correct and is not misleading in any way and the registration is made in good faith; and (ii) you have not previously submitted a registration for the Service and been rejected.

(iv) You must provide us with such co-operation and support as we may reasonably request to provide the Alphadash Sites, including by (i) responding promptly to our communications; (ii) providing accurate and prompt responses to our requests for any information or documentation reasonably required, including document verification requirements.

(v) Registration of a Alphadash account does not create a proprietary right and shall not be construed as evidence of ownership. The registration can be subsequently challenged by third parties or cancelled if any of the above warranties are found to be untrue, incomplete, incorrect or misleading.

(vi) You indemnify us from and against any and all liabilities incurred by us in connection with our use or reliance upon any trading names, or any data, information, specifications, documentation, computer software or other materials provided by you or compliance with any directions or instructions by you in relation to the provision of the Alphadash Sites.

## 5. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, all Intellectual Property Rights related thereto, are the exclusive property of Alphacore Technology. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Alphacore Technology Service. Use of the Alphacore Technology Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

## 6. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Alphacore Technology under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Alphacore Technology does not waive any rights to use similar, or developed by its employees, or obtained from sources other than you.

## 7. Paid Services

### 7.1 Billing Policies.

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment listed on the Service which we may update from time to time. Alphacore Technology may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

### 7.2 No Refunds.

You may cancel your Alphacore Technology account at any time; however, there are no refunds for cancellation. In the event that Alphacore Technology suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any credits, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

### 7.3 Payment Information; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any.

### 7.4 Free Trials

Alphacore Technology offers free trials of one (1) month period to allow you to try our service. Alphacore Technology reserves the right to set eligibility requirements for free trials.

At the end of your free trial period, we will charge the relevant subscription fee for the next billing cycle to your nominated payment method, unless you cancel your subscription prior.

## 8. Alphacore Technology Service

You understand and agree that regardless of terminology used, Alphacore Technology Service represents a limited license right governed solely by the terms of this Agreement and available for distribution at Alphacore Technology's sole discretion. Alphacore Technology Service is not redeemable for any sum of money or monetary value from Alphacore Technology at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Alphacore Technology on Alphacore Technology servers, including without limitation any data representing or embodying any or all of your Alphacore Technology Service. You agree that Alphacore Technology has the absolute right to manage, regulate, control, modify and/or eliminate Alphacore Technology Service as it sees fit in its sole discretion, in any general or specific case, and that Alphacore Technology will have no liability to you based on its exercise of such right. All data on Alphacore Technology's servers are subject to deletion, alteration or transfer.

Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, account history and account content residing on Alphacore Technology's servers, may be deleted, altered, moved or transferred at any time for any reason in Alphacore Technology's sole discretion, with or without notice and with no liability of any kind. Alphacore Technology does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on Alphacore Technology's servers.

## 9. Privacy

We care about the privacy of our Users. Our Privacy Policy sets out how we collect, use, disclose and store your personal information and how it is transferred to and processed in the Malaysia. It also contains details of how to exercise your privacy rights (such as access and correction) and how to make complaints.

## 10. Security

Alphacore Technology cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## 11. Indemnity

You agree to defend, indemnify and hold harmless Alphacore Technology and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity, or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content, or any content that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.



## 12. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Alphacore Technology, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service, including without limitation, your submission of User Content. Under no circumstances will Alphacore Technology be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Alphacore Technology assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; (vii) user content or the defamatory, offensive, or illegal conduct of any third party; and/or (viii) financial loss from purchasing a Alphacore Technology subscription from an unauthorised reseller; and/or (ix) loss or deletion of User Content.. In no event shall Alphacore Technology, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Alphacore Technology hereunder or \$100.00, whichever is greater.

No action, regardless of form or nature, arising out of this agreement may be brought by or on behalf of you more than one (1) year after the cause of action first arose.

Notwithstanding anything to the contrary contained herein, Alphacore Technology shall not be liable for any damages, costs or losses arising as a result of modifications made to User Content, or other content, any additions or combinations of User Content or with other content, or the context in which the User Content, or other content is used by you.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Alphacore Technology has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### 13. Governing Law

You agree that: (i) the Service shall be deemed solely based in Malaysia; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Alphacore Technology, either specific or general, in jurisdictions other than Malaysia. This Agreement shall be governed by the internal substantive laws of the Malaysia, without respect to its conflict of laws principles.

### 14. Arbitration.

For any dispute with Alphacore Technology, you agree to first contact us at [info@alphacoretech.net](mailto:info@alphacoretech.net) and attempt to resolve the dispute with us informally.

### 15. General

#### 15.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Alphacore Technology without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

#### 15.2 Notification Procedures and Changes to the Agreement.

Alphacore Technology may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Alphacore Technology in our sole discretion. Alphacore Technology reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Alphacore Technology is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Alphacore Technology may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

### 15.3 Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with Alphacore Technology in connection with the Service, shall constitute the entire agreement between you and Alphacore Technology concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

### 15.4 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Alphacore Technology's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

### 15.5 Contact.

Please contact us at [info@alphacoretech.net](mailto:info@alphacoretech.net) with any questions regarding this Agreement.