

## TERMS OF USE

These Terms of Use (“Terms”) govern your use of the services and materials provided by Stock Aid Sdn. Bhd. and/or S8 Private Limited (“Services”) (or referred to as “us”, “our”, “we”). Please read these Terms carefully.

By accessing and using the Services, you agree that you have read, understood and accepted the Terms, including any additional terms and conditions and any policy referenced herein, available on the services and materials or available by hyperlink (“User”). If you do not agree or fall within the Terms, please do not use our Services. Use of our Services is limited to adults aged 21 and above.

We reserve our right, at our discretion, to change, modify, add, or remove part or parts of these Terms at any time and any such change, modification, addition or deletion shall be effective upon its posting at [www.stockaidpro.com](http://www.stockaidpro.com) and/or [www.s8education.com](http://www.s8education.com). PLEASE CHECK these Terms periodically for changes. Your continued use of our Services following the posting of changes to these Terms will mean you accept those changes.

### 1. Definitions and Interpretations

This “Agreement” means this Terms of Use, and includes the Privacy Policy and Refund Policy.

“First Time Trader” or “1st TT” means and describes the beginner course which may either be a prerequisite for certain Full time User(s), based on our discretion and assessment of the User(s) suitability and competence. The 1st TT is also a separate starting point offered and marketed to some people / prospects.

“Channels” means mode of communication and dissemination for our Services such as but not limited to private WhatsApp Group, Facebook Group Support, StockAid Pro Software, etc.

“Commencement Date” means the unique date where we shall announce to you, which is your first training date, and the start of your Utilization of our Services.

“Full time” or “Full Time Trader Masterclass” means and describes the Services made available by us to the User. Upon our discretion, and assessment of the User(s) suitability and competence, we may recommend User(s) to suspend their Full time Service, and commence First Time Trader / 1st TT as a compulsory prerequisite. Full time User(s) have the bonus option to attend 1st TT programmes without any additional charge.

“Services” means the services, materials and incidental products received from us, which are for informational, educational and/or training purposes.

“Stock Aid Sdn. Bhd.” means our Company and would also mean our affiliate company S8 Private Limited where applicable.

“User” means the person(s) who has made payment, part or full, for our Services, and has received the Services, and describes the person(s) who is enrolled in 1st TT or Full service or both.

“Utilized” or “Utilization” means the User has either received Services/materials from us, or been allowed access to private WhatsApp & Facebook Group Support, or been allowed access to ShareInvestor and PickASStock and StockAid Pro Software, or all of the above. Refer to the Utilization section below.

## **2. Access and use**

- 2.1 User undertakes to comply with and not contravene all applicable laws, regulations and directives, including and without limitation, the laws of Malaysia, the laws of Singapore, relating to the use and access of the Services.
- 2.2 User agrees that the Services appearing on or accessible to the user are for informational, educational and/or training purposes only.
- 2.3 We may provide Services for User’s reference, including but not limited to materials and information, through Facebook and WhatsApp.
- 2.4 By using the Services, including materials and incidental products received from us, which are for informational, educational and/or training purposes, you assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you.

## **3. Intellectual Property and Limitation of Use**

- 3.1 All Materials and/or Services provided by us remains and/or shall be Stock Aid Sdn. Bhd.’s copyright or intellectual property or its Information Providers or third party (as the case may be).
- 3.2 User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Material and/or Services, information, data, software, products or services obtained from Stock Aid Sdn. Bhd. via its various Channels. To license our data, please contact support@stockaidpro.com, our licensing charge is RM100 per data item per day.

## **4. PRIVACY POLICY**

For our Privacy Policy, kindly visit <https://stockaidpro.com/privacy-policy/>

## **5. INDEMNITY**

You, the User, shall indemnify, defend and hold harmless Stock Aid Sdn. Bhd., its directors, officers, employees, representatives, agents and affiliates, from any and all third party claims, Loss, liability, damages and/or costs (including but not limited to legal fees) arising out of or in connection with your use of the Services or any breach of these Terms.

## **6. THIRD PARTY**

### **Third party platforms**

6.1 We recommend the use of Third Party platforms, however, your use of such platforms shall be subject to their respective terms of use, terms and conditions, privacy policy, etc (“their Terms”).

The Third Party platforms are:-

- i) [shareinvestor.com](http://shareinvestor.com)
- ii) [pickastock.info](http://pickastock.info)
- iii) [gurucan.com](http://gurucan.com)

6.2 You, the User shall fully indemnify us, as per the Indemnity clause above, for any and all third party claims, Loss, liability, damages and/or costs (including but not limited to legal fees) arising out of or in connection with your use of any and all of the Third party platforms, or any breach of their Terms.

## **7. DISCLAIMER**

7.1 All investments carry risk. Historical data and performance of any securities and financial product does not guarantee future performance and returns. Before trading, User must read the relevant risk disclosure statements on our Disclaimers page, accept our Terms of Use, Privacy Policy and Refund Policy.

7.2 The Material and/or Services provided by and/or made available by Stock Aid Sdn. Bhd., including facts, view, advice, analyses, opinions and recommendations of individuals or organisations are for general information and training purposes only and does not constitute an offer to sell, a solicitation to buy, a recommendation or endorsement for any security or strategy, nor does it constitute an offer to provide investment advisory or trading advisory or other advisory. We and our servants, employees, agents and affiliates make no guarantee as to the accuracy or completeness or timeliness of the views and/or information expressed.

7.3 Stock Aid Sdn. Bhd. is not an investment advisory service, nor a registered investment advisor or broker-dealer and does not purport to tell or suggest which securities or stocks User(s) should buy or sell or trade for themselves. The analyst, employees and/or affiliates of Stock Aid Sdn. Bhd. may hold positions in the stocks or industries discussed here. We assume no responsibility or liability for your trading and investment results. Factual statements and Materials are made as of the date stated, are time sensitive and are subject to change without notice.

7.4 It should not be assumed that the methods, techniques, or indicators presented in our Services will be profitable or that they will not result in losses. Past results of any individual trader or trading system or training published by us are not indicative of future returns which

will be realised by you/User. You should always check with your licensed Capital Market Service Representative and tax advisor to determine the suitability of any investment.

7.5 OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF USE, neither Stock Aid Sdn. Bhd. nor its suppliers or distributors make any specific promises about the Services. For example, we do not make any commitment, assurance and/or guarantee about the content/information within the Service, their specific functions of the Service, or their reliability, availability, or ability to meet your needs. We provide the Service “as is” and “as available”.

7.6 IN SO FAR AS PERMITTED BY APPLICABLE LAW, Stock Aid Sdn. Bhd., its officers, employees, servants, information providers, affiliates disclaim all warranties, representations and obligations of any type, express or implied, including any warranty as to accuracy, correctness, completeness, timeliness, non-infringement or title, any warrant of merchantability or satisfactory quality, any warranty of fitness for a particular purpose, any warranty of continuous service at any particular time, or integrity of data stored or transmitted, any representation of any kind that Stock Aid Sdn. Bhd. training and personnel will be accessible to any particular standard, and further disclaim any and all liability for negligence and lack of reasonable care.

7.7 Stock Aid Sdn. Bhd. shall not be liable for any or any indirect, special, exemplary, aggravated, incidental and consequential loss or damage, including but not limited to loss or damage to equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings, howsoever caused arising directly or indirectly in connection with the use or reliance by any User on the Service, materials and/or information and data provided on or accessible via our Channels including without limitation, negligence, default or any acts of Stock Aid Sdn. Bhd. its officers, employees, agents, servants, contractors, representatives or information providers.

## **8. TERMINATION**

Stock Aid. Sdn. Bhd. reserves full rights to terminate you immediately as a User on reasonable ground(s), including but not limited to the failure to comply and/or breach of the Terms of Use, and in the event there is a refund request, without any refund.

## **9. REFUND POLICY**

9.1 Thank you for being a User of our Services. Kindly take notice that this is not and unrelated to the Guarantee Policy.

9.2 In order to be eligible for a full refund, you have to comply with the requirements of Clauses 9.3, 9.4 & 9.5 below. If you have Utilized our Products and Services, at our discretion we may determine that you are not eligible for a refund. Not including our internal processing time, for credit card payments it may take 14 to 30 business days for a refund to show up on your credit card statement.

9.3 For the avoidance of doubt, with the exception of Clause 9.4 & 9.5 below, we shall not refund any sum to you as a result of your late arrival to, non-attendance of or withdrawal from any of our training, including 1st TT or Full Time Trade Masterclass.

9.4 User(s)' who have failed to notify us by the end of Lesson 1, to explain their late arrival to, non-attendance of or withdrawal from any of our training, shall not be entitled to a refund (also known as "Love It Or Your Money Back"), and/or shall be deemed to have waived their rights to exercise the "Love It Or Your Money Back".

9.5 Any refund requests that are approved, with User(s) notification at the end of Lesson 1, an administrative fee of RM461-00 will be charged, and you shall bear all bank and/or transaction charges related to the refund.

## 10. GUARANTEE POLICY

From time to time, we may have a marketing promotion, where there is a discount on the price of our Services and other guarantees. As at the date of this Terms of Use, we do not sustain any guarantee policy.

## 11. UTILIZATION

Stock Aid Sdn. Bhd. shall use the below table to determine your Utilization and/or the Services you have Utilized, and for the deliberation of your refund request.

First Time Trader Training	RM3,000
Full Time Trade Masterclass	RM6,000
Weekly Trading Practical	RM12,000 / Year
Weekly Growth Report	RM2,400 / Year
ShareInvestor	RM1,000 / Year
Proprietary StockAid Pro Software	RM3,600 / Year
Private WhatsApp & Facebook Group Support	RM3,000 / Year
Traders' Gatherings	RM2,400 / Year

## **12. COMPLAINTS PROCEDURE**

12.1 In the event a User wishes to complain about any aspect of Stock Aid Sdn. Bhd., the User should put his/her complaint in writing. In making such a complaint, the User should set out the facts and date and supporting the complaint with documents and print screens, and the conclusion that he/she has drawn from those facts, and why the user feels such an events warrants a complaint. The User should include their personal particulars, including name, address, phone number, email address, and complaints should be addressed to support@stockaidpro.com.

12.2 Stock Aid Sdn. Bhd. will normally acknowledge the complaint within seven (7) working days, and where Stock Aid Sdn. Bhd. needs to ask for further information, it may take longer to respond to the User's complaint.

12.3 Stock Aid Sdn. Bhd. may not be able to help the User if the User's complaint is subject to litigation or is pending before the courts.

12.4 Stock Aid Sdn. Bhd. will not investigate any complaint which is beyond the scope of this Agreement, including but not limited to any complaint concerning matters that do not relate to User(s), the Terms of Use, any other matter not related to these terms and conditions or any matter which is properly disposed of by any regulatory or dispute resolution body.

12.5 If Stock Aid Sdn. Bhd. considers that a complaint made by a User is vexatious or frivolous, Stock Aid Sdn. Bhd. will advise the User complainant that no action will be taken. In addition the User shall bear all reasonable incidental expenses incurred by Stock Aid Sdn. Bhd. in the investigation of such complaint(s).

## **13. GOVERNING LAW**

This Agreement (Terms of Use) shall be governed and construed in accordance with the laws of Malaysia.

Dated: 18th March 2021