

## TradeVSA System Sdn Bhd

### Terms and Conditions Agreement AS AT 26 March 2025

#### 1.0 Effect of Terms and Conditions

These terms and conditions ("**Agreement**") are applicable to the SMARTRobie® mobile application ("**SMARTRobie® app**") and website located at the domain [www.tradevsa.com](http://www.tradevsa.com) & [www.smartrobie.com](http://www.smartrobie.com) ("**Site**") and other related site ("**TradeVSA Electronic Platforms**"). The Agreement applies to the use of the App, Site and materials, functions and features offered on the Site ("**Service**"). By accessing this App, Site and continuing to access this Site and/or registering a user account on the Site, you agree to the terms of this Agreement (and any amended version) just as if you had signed it.

If you are under eighteen (18) years of age, you must have your parent or guardian review and agree to this Agreement on your behalf.

If you do not agree to be bound by this Agreement, please exit the Site, discontinue use of the Service and/or do not proceed to register a user account on the Site.

SMARTRobie® and TradeVSA are a proprietary trademark of TradeVSA System Sdn Bhd ("**TradeVSA**") and may not be utilised, and/or reproduced in any form whatsoever without prior written permission of TradeVSA System Sdn Bhd.

TradeVSA is licensed by Securities Commissions of Malaysia to carry out the business in Investment Advice in relation to Digital Investment Advice, provides the SMARTRobie® app to its User(s) which are proffered on as "as is" basis. The SMARTRobie® app provides automated stock alerts, including "Green Pentagon" (buy) and "Red Pentagon" (sell) signals, as part of TradeVSA's algorithmic investment advisory services ("**Services**"). TradeVSA does not, whether implied and/or otherwise provide warranties of any kind as regards the Services and User(s) hereby acquiesce that TradeVSA shall not be liable for any losses and/or damage incurred by the User(s) through their usage and/or subscription and/or reliance of the SMARTRobie® app and related Services.

This is not and does not constitute or form part of any offer, recommendation, invitation or solicitation to purchase any financial product or subscribe or enter any transaction. This is not intended to be an invitation or offer made to the public to subscribe for any financial product or other transaction.

This Information has not been reviewed by Securities Commission Malaysia. Such Information shall not constitute financial advice.

We, TradeVSA, do not undertake to be your adviser by providing you with this Services. Therefore, we do not assume any fiduciary responsibility or liability for any consequences, financial or otherwise, arising from any transaction in reliance on such information. This Services does not take into account your personal circumstances, e.g. investment objectives, financial situation or particular needs. You should consult your own independent financial, accounting, tax, legal or other competent professional advisors.

Past performance is no guarantee of future results. Actual results may vary depending on the timing and frequency of deposits / withdrawals. Future results may not meet your expectations due to a variety of economic, market and other factors

TradeVSA reserves the rights to add, change, and delete the features in its SMARTRobie® app and the provision of services without prior notice.

## **2.0 Changes to Terms and Conditions**

TradeVSA reserves the right to change this Agreement, and to modify, add or discontinue any aspect, content or feature of the SMARTRobie® app and Service from time to time, for any reason. The amended version of the Agreement will be posted on the SMARTRobie® app/Site. Please review this Agreement from time to time so that you will be apprised of any changes. You can determine when this Agreement was last revised by referring to the "AS AT" legend at the top of this Agreement. When using the Service, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to the Service, which are hereby incorporated by reference into this Agreement.

## **3.0 HYPERLINKS TO THIRD PARTIES**

- 3.1 Links from or to websites outside of these TradeVSA Electronic Platforms are meant for convenience only. TradeVSA does not verify, monitor, or endorse the content, opinions mentioned, and other links (if any) provided by such resources as such linked websites are owned and operated by third parties and as such are not under the control of TradeVSA.
- 3.2 Therefore, TradeVSA shall not be responsible and makes no warranties in respect of the contents of those websites, third parties named therein or their respective products and services. Furthermore, the links provided in these TradeVSA Electronic Platforms shall not be considered as an endorsement or verification or approval of such linked websites or the contents therein.
- 3.3 Linking to any other site is at your sole risk and TradeVSA will not be responsible or liable for any damages in connection with the linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to these TradeVSA Electronic Platforms (if any). Your use of any third-party website will be subject to that third party's terms and conditions.

## **4.0 Intellectual Property Rights**

All content included in or made available through SMARTRobie® app/TradeVSA is the property of TradeVSA and/or its associated websites.

All rights are reserved by TradeVSA and its associated website. TradeVSA disclaims all liability which may arise from any unauthorised reproduction or use of the contents of TradeVSA may be in breach of any copyright law which could be the subject of legal action. The User(s) is not permitted to, without TradeVSA express prior written consent, publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to the User(s) or which appears on the SMARTRobie®. The User(s) shall not use any of the content supplied by SMARTRobie®/TradeVSA in connection with any business or commercial enterprise.

TradeVSA does not grant the User(s) any intellectual property rights for the SMARTRobie® app/Services provided via its and associated websites. The User(s) must not use any part of the content on TradeVSA for commercial purposes without obtaining prior written consent from TradeVSA, including but not limited to any of TradeVSA's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. In the event of TradeVSA is required to commence legal proceedings against the User(s) for any infringement of TradeVSA's intellectual property rights, the User(s) shall indemnify TradeVSA for all costs and expense incurred by TradeVSA on a solicitor client basis for such proceedings.

## **5.0 Use of Content, Disclaimers and Warranties**

The content displayed on SMARTRobie®/TradeVSA and its associated websites is provided without any guarantees, conditions and warranties as to its accuracy.

The User(s) agrees that the use of any part of the SMARTRobie®/Services is of his/her sole risk. Neither TradeVSA, its affiliates, nor any of their respective employees, agents, third-party content providers, or licensors warrants that the use of SMARTRobie®/TradeVSA will be error-free performance. TradeVSA does not endorse and/or is not responsible for the accuracy or reliability of any opinion, comment or statement on the Services, its and associated websites. It is the User(s)'s responsibility to evaluate all contents on their own.

TradeVSA does not warrant or represent that access to and/or use of SMARTRobie®/Services, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

SMARTRobie®/TradeVSA do not warrant or represent that the accuracy and completeness information in the SMARTRobie®/Services. User should always consult your own independent financial, accounting, tax, legal or other competent professional advisors before any investment decision. All securities investment carries an element of risk and the User(s) agrees and/or takes cognisance of the fact that there may be a possibility that the User(s)'s capital may be lost from carrying out such investments.

TradeVSA cannot and/or do not endorse and/or cannot be responsible for, the advice, analyses, recommendations of SMARTRobie® app. Users must be aware that TradeVSA accepts no liability for any loss arising out of the use of the SMARTRobie® data/information on its SMARTRobie® app and associated website.

The information and data available on the SMARTRobie® app/Services presented in text, visual graphics or whatever form may include inaccuracies or errors and TradeVSA, its partners and information providers reserve the right to periodically make changes to the information or data on the Services. Should any Users with disability either partially or visually impaired eg. (color blind) to view the presented information in either visual graphics or whatever form, will do so at their own responsibility. TradeVSA cannot be held accountable for any loss or inaccuracies occurring from the Users misinterpreting or misuse the information and data provided by SMARTRobie® app/Services.

Due to the inherent hazards of electronic distribution, User(s) agrees and accepts that the Services may be unavailable from time to time due to required maintenance, telecommunications or electronic or other systems failures or interruptions (whether of TradeVSA or any third party) or other disruptions. TradeVSA shall not be liable to Users for any loss or inconvenience suffered by Users as a result thereof.

## **6.0 SMARTRobie® Account**

User(s) are required to register with SMARTRobie®/TradeVSA for an account in order to use and/or subscribe to the Service. You may be asked to provide some personal information as well. You agree, at all times, that all the information you provided to us is accurate and complete, and you will regularly update this information as and when required.

SMARTRobie® Users can modify their investor profile within one month of initial registration of account opening by notifying our support team via email [support@tradevsa.com](mailto:support@tradevsa.com) or SMARTRobie® in-app support which will direct to our support whatsapp 6010-266-9761. After this initial period, the system only allows investor profile changes to be made once per year.

TradeVSA accounts are specific to an individual User and are not transferable. User(s) are strongly advised to:-

- Utilise a choose a strong and secure password containing alphanumeric characters;
- Keep your passwords secure and confidential;
- Not transfer any part of your account to third parties.

For security reasons, we ask you not to share any of your registration details with any individual. You agree to notify us immediately of any unauthorised use of your account. If you still share such information with anyone, we may be forced to assume that you have authorised all his or her activities.

### **Third-Party Login Authentication**

SMARTRobie® app provides the option to log in using third-party authentication services, including but not limited to Google Email Login, Facebook Login, and Apple Login. These services are provided to enhance Users convenience and streamline the login process.

### **Use of Third-Party Services**

When you choose to log in via any third-party authentication service, you are subject to the terms and conditions, privacy policies, and data protection practices of those respective services. SMARTRobie® does not control these third-party services and is not responsible for their policies or actions.

## **7.0 Termination**

These Terms of Services will continue to apply such time when the same is terminated by the User(s) or TradeVSA in accordance with the terms and conditions provided herein. The following terms and conditions under the following headers herein shall continue and/or shall survive after termination by either party:- Indemnification, Limitation of Liability, Miscellaneous. The User(s) may terminate this Agreement by deactivating the User(s)'s SMARTRobie®/TradeVSA account and discontinuing the User(s) use of the Services, provided always that the User(s) has no outstanding payment that due and owing to TradeVSA.

TradeVSA reserves the right to terminate this Agreement at any time and discontinue any services.

TradeVSA may suspend or terminate the User(s)'s access to the Services at any time for any reason, including, but not limited to the following:-

If TradeVSA reasonably believes that:

- The User(s) has violated these Terms of Services,
- The User(s) creates risk or possible legal exposure for TradeVSA,
- The provision of the Services by TradeVSA to the User(s) is no longer commercially viable.

TradeVSA also reserves the right to terminate any User's account if it is of the view that the User(s) has abused the use of SMARTRobie®/website as defined herein.

## **8.0 Indemnification**

The User(s) agrees to defend, indemnify and hold harmless to SMARTRobie®/TradeVSA, its contractors, contributors, licensors, and partners, and their respective directors, officers, employees and agents "Indemnified Parties" from and against any and all legal proceedings, claims and expenses commenced against the Indemnified parties, including legal fees and/or other costs

and expense, arising out of or related to the User(s)'s use of the Services including, but not limited to, from any content uploaded by the User(s).

The User(s) shall indemnify TradeVSA and all of its Indemnified Parties against any and all Loss suffered by TradeVSA to any person as a result of any posting made by The User(s) in relation to the Services or any breach of this Agreement.

By using any part of SMARTRobie®/TradeVSA, The User(s) agrees to take full responsibility for anything that occurs before, during, and after the use of its and associated websites. TradeVSA, its employees, its officers, and its agents shall be made harmless against any legal proceedings, claim, or damages arising from The User(s)'s use of its and associated websites.

## 9.0 Miscellaneous

These Terms of Services constitute the entire agreement between the User(s), SMARTRobie®/TradeVSA concerning the Services. If any portion of these Terms of Services is held to be invalid or unenforceable, the remaining portions will remain in full force and effect. In the event of a conflict between a translated version of these Terms of Services and the English language version, the English language version shall control.

## 10.0 Governing Law

Notwithstanding from where you access SMARTRobie® provided by TradeVSA, you agree to these Terms and Conditions and any disputes arising hereunder shall, at all times, be governed and construed in accordance with the relevant laws of Malaysia. Further you agree to submit and be bound by the exclusive jurisdiction of the courts of Malaysia.

TradeVSA makes no representation that the materials, information, functions and/or Services provided are appropriate or available for use in jurisdictions other than Malaysia.

## 11.0 Advisory Strategy

The Pentagon Guider algorithm undergoes a rigorous method of back testing to ensure its reliability and SMARTRobie® app is developed following the strict governance and regulated guidelines.

TradeVSA takes all the necessary care and due diligent to design SMARTRobie® to cater for different Risk Profile of our Users. The following is sample of the investment advice base on the risk profile of User

Risk Profile	Definition	Investment Advice
Beginner	<ul style="list-style-type: none"><li>• Knowledge: Limited understanding of financial markets and investment products and strategies</li><li>• Experience: Little to no hands-on experience on trading/investing</li><li>• Risk Tolerance: Low-to-Moderate and not comfortable with market fluctuations.</li></ul>	Pentagon Guider®, Robie FA Collection
Intermediate	<ul style="list-style-type: none"><li>• Knowledge: Solid understanding of financial markets and investment products and basic trading strategies</li><li>• Experience: Moderate amount of hands-on experience on trading/investing</li><li>• Risk Tolerance: Moderate and willing to take calculated risk based on facts, back testing research and analysis.</li></ul>	Pentagon Guider®, Robie FA Collection, Trending Stock, Hot Sector

Advanced	<ul style="list-style-type: none"> <li>• Knowledge: Solid understanding of financial markets and investment products and basic trading strategies</li> <li>• Experience: Moderate amount of hands-on experience on trading/investing</li> <li>• Risk Tolerance: Moderate and willing to take calculated risk based on facts, back testing research and analysis.</li> </ul>	Pentagon Guider®, Robie FA Collection, Trending Stock, Hot Sector, Premium Intraday
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Note: If a Beginner User is trying to access Advanced features like Premium Intraday, SMARTRobie® in-app alert/notification will notify Users that they are using Advanced investor features.

The User of SMARTRobie® shall declare his/her own Investment profiling which is made available in our SMARTRobie® Mobile Application. This declaration places the responsibility of truthfulness upon the User.

TradeVSA shall not be held responsible to any User for any false declarations made by the User.

Any changes or amendment on the advisor strategy to be communicated to all Users via email, in-app notifications or other similar channels. In addition, TradeVSA/SMARTRobie® must disclose any potential risks from these new changes stemming from the use of the advisor strategy or future changes to the Pentagon Guider® Algorithm as required by the regulatory bodies.

Note: While great care is been taken in our back testing and forward testing of the Pentagon Guider® algorithm system, these outcome results are generally tested in different trading environments compared to actual trading, which is subject to market volatility. As such, past performance from back tested results cannot be used as a guide or indicator for future performance.

Trading in financial markets involves substantial risk, including the potential loss of capital. It is important to understand that all trading strategies carry a level of risk.

## 12.0 Availability of Services and Downtime/Service Level Agreements

Upon relying on our infrastructure provider, AWS, which offers 99.90% availability, we are committed to ensuring that SMARTRobie® is available 99% of the time excluding scheduled maintenance. If our service availability falls below this commitment, we will compensate our Users in the form of credit points. For every one-hour unavailability in SMARTRobie®, we shall compensate 1 credit points (or RM0.10).

## 13.0 Use / Limitation of Algorithm

We disclose the following use/limitation of Pentagon Guider® Algorithm in SMARTRobie® app.

- Reduced Effectiveness in Trendless Individual stock chart and overall Index Stock Markets: Without clear trends, it will affect the responsiveness of the Pentagon Guider® System in plotting the RED and GREEN Pentagon indicators.
- Increased Signal Noise: Increased noise/randomness in daily or weekly timeframes complicates analysis in trendless conditions.
- Stock charts that have Insufficient Volume: Example, trading with continuous bar of zero volume will give raise to inaccurate Pentagon Guider® System indicators.
- Stock charts with less than 6 months period of trading bars - provide insufficient data for Pentagon Guider® System Algorithm to compute/calculate.

SMARTRobie® also employs sentiment analysis for news headlines to enhance decision-making, making it more robust and relevant for Users.

#### **14.0 Risk Disclosures**

Stock Market Adaptability Risk: Pentagon Guider® System will have limitation to adapt quickly to sudden, non-trend-based stock market movements, which could lead to potential losses.

#### **15.0 Direct Charges (Credit Points)**

Upon successful account creation, Users will receive complimentary 100 credit points. Each usage will deduct 2 credit points or depends on the SMARTRobie® features. If Users need additional usage, they can extend their subscription for RM9.90 per month, subject to charging rate changes based on business needs. Free usage is on public holiday and weekend (Saturday and Sunday). However, the free credit entitlement and free usage are subject to changes in future and will be communicated to Users via in-app notification, email, etc., should there be any changes in the direct charges. Subscription paid are non-refundable.