

Terms and Conditions of “Bursa Market Depth Subscription”

Bursa Market Depth Subscription

The following Terms & Conditions shall apply to Rakuten Trade Sdn. Bhd. (“Rakuten Trade”) “**Bursa Market Depth Subscription**” (hereinafter referred to as “the Subscription”) which shall be held from 18th May 2017 to 31st December 2020 (hereinafter referred to as “Subscription Period”).

Eligibility

1. By participating in this Subscription, you hereby agree to be bound by the following Terms and Conditions.
2. The Subscription terms and conditions (“Terms and Conditions”) shall apply to all new and existing customers of Rakuten Trade (“Eligible Participants”) who have activated a Rakuten Trade account (“Account”). An Account is activated upon the issuance of a Central Depository System (CDS) number.
3. Any individual who is below the age of eighteen (18) years as of the activation date with Rakuten Trade shall NOT be eligible to participate in this Subscription.

Subscription Mechanism

4. Subject to these Terms and Conditions, effective 18 May 2017 Eligible Participants will automatically enjoy a three (3) month free subscription for 5 Bursa Market Depth (hereinafter referred to as “Free Subscription Period”) for any account activated during the Subscription Period.
5. 5 Bursa Market depth displays 5 levels of current best bids and asks price of a stock. While 3 Bursa Market depth displays only 3 levels of current best bids and asks price of a stock.
6. The Free Subscription Period will be automatically prolonged for an additional one (1) month if the Eligible Participant performs at least one successful matched trade during the Free Subscription Period and/or any continuous months.
7. Successful matched trade refers to either buy or sell transaction with “Matched” and/or “Partial Matched” status.
8. If the Eligible Participant fails to perform at least one successful matched trade during the Free Subscription Period and/or any continuous months, the Eligible Participant will no longer have access to the 5 Bursa Market Depth. The Subscription will automatically reduce to 3 Bursa Market Depth on a monthly basis.

9. If the Eligible Participant performs at least one successful matched trade at any time after the Free Subscription Period, the Eligible Participant will enjoy a one (1) month free subscription for 5 Bursa Market Depth on the following business day from the transaction date of the successful matched trade.
10. Rakuten Trade shall not charge the Eligible Participant for the 3 Bursa Market Depth subscription.
11. The Eligible Participant may subscribe the 5 Bursa Market Depth by paying a subscription fee of RM2.00 on a monthly basis via member dashboard.

General

12. By participating in the Subscription all Eligible Participants are deemed to have agreed to be bound by these Terms & Conditions. Rakuten Trade's decision on all matters relating to the Subscription is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
13. Rakuten Trade reserves the right to cancel, terminate, suspend the Subscription with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Rakuten Trade shall not entitle any of the Eligible Participants to any claim or compensation against Rakuten Trade for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
14. Rakuten Trade reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions at any time with or without prior notice. Any variation, additions, deletions or amendments to the Terms and Conditions herein shall be binding on the Eligible Participants and be deemed to be brought to the attention of the Eligible Participants through any notice displayed at Rakuten Trade's website.
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16. Rakuten Trade shall not be held liable for any default of its obligation under the Subscription due to any force majeure event which include but is not limited to an act of God, war, riot, lockout, industrial action, fire, flood, drought, store or any event beyond the reasonable control of Rakuten Trade.
17. This Subscription shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
18. Participation in this Subscription shall be deemed consent by the Eligible Participant for Rakuten Trade to collect, process and use the Eligible Participant's personal data

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