

**CRITERIA OF MEMBERSHIP****(A) Ordinary Member**

You may apply to be an Ordinary Member of ICAP Fan Club if you are:

- A Malaysian citizen,
- A company registered in Malaysia,
- A corporate holding at least 1,000 icapital.biz Berhad shares

**(B) Associate Member**

Interested corporate may apply to be an Associate Member if you do not meet the criteria as an Ordinary Member.

Kindly refer to Terms & Conditions detailed in [www.icapfanclub.com](http://www.icapfanclub.com) or page 3 to 5 of this form.

1. Have read and accepted the Terms & Conditions of ICAP Fan Club Membership? \*

Yes. I have read, fully understood and accepted the Terms and Conditions of ICAP Fan Club Membership.

2. Type of Membership \*  Ordinary Member  Associate Member

**COMPANY'S DETAILS**

Company Name \*

Company Registration No. \*

Place of Incorporation \*

Email Address \*

Registered Office Address \*

Mailing Address (if different from office address)

Company Contact No. \*

CDS Account No. \* *[Indicate N/A if you do not own a CDS Account]*

Company Website (if any)

Business Nature / Industry \*

**AUTHORISED REPRESENTATIVE'S PERSONAL DETAILS**

*Note: Only one authorised representative is allowed at one point of time.*

Name of Authorised Representative \*

Nationality \*

NRIC No. / Passport No. \*

Contact No. \*

Email Address \*

Position in the company \*

Academic / Professional Qualifications \*

## PAYMENT DETAILS

Membership payments are to be payable to: ICAP FAN CLUB

New Application : RM150 (One-off Entry Fee: RM100; Annual Membership Fee: RM50)

Bank : Public Bank

Account No : 323 548 6405

Account Name : ICAP Fan Club / Kelab Peminat ICAP

## SUPPORTING DOCUMENTS - CORPORATE MEMBERSHIP

1. Company Registration Certificate
2. Board resolution containing the following details:
  - (i) Approval to join the ICAP Fan Club as a Corporate Member, and
  - (ii) Appointment of authorised representative
3. Authorised Representative:  
NRIC - Front & Back (Malaysians) / Passport (Other nationalities)
4. Proof of Payment / Bank Slip
5. Most recent Proof of Shareholding in icapital.biz Berhad (Stock Code: 5108)
  - Compulsory for Ordinary Member
  - Please make sure that the Proof of Shareholding provided is most recent, i.e. NOTOLDER than 1 month from date of submission of application.

Kindly submit this application form and the supporting documents via:

- i. Email to [members@icapfanclub.com](mailto:members@icapfanclub.com)
- ii. Courier / In Person
  - Attn : ICAP Fan Club
  - Contact Details : (603) 2070 2104/05
  - Address : 16.01A, 16th Floor, Plaza First Nationwide  
No. 161, Jalan Tun H. S. Lee 50000, Kuala Lumpur Malaysia
- iii. In person during physical events organised by icapital.biz Berhad / Capital Dynamics / ICAP Fan Club

**Note: Application will only be processed once all supporting documents are received.**

## EMERGENCY CONTACT

Emergency Contact Name \*

Emergency Contact Relationship \*

Emergency Contact No. \*

# MEMBERSHIP RECOMMENDATION & ENDORSEMENT

Kindly provide name of referee (if any).

My application of membership is recommended by:

[FOR ICAP FAN CLUB INTERNAL USE]

This membership application is endorsed by:

## DECLARATION

I declare that all information contained in this application form are true and correct, and I understand that ICAP Fan Club reserves the right to verify information I have provided in this form. If accepted as a member, I agree to be bound by the Constitution and Terms & Conditions of ICAP Fan Club for the time being in force. \*

Company Stamp

Signature of Authorised Representative

Date:

## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 These ICAP Fan Club Membership Terms and Conditions ("Terms"), together with the ICAP Fan Club Constitution ("Constitution") set out the terms and conditions that apply to the Membership of ICAP Fan Club.
- 1.2 The ICAP Fan Club is a club for like-minded individual share owners of icapital.biz Berhad, which is set up to improve the quality of icapital.biz Berhad share owners, to share investment knowledge and experience, to organise activities for the benefit and interests of its members and to carry out activities that promote positive values among Malaysians.
- 1.3 ICAP Fan Club is managed and operated by the ICAP Fan Club Committee.
- 1.4 Applicants must carefully read the Terms and the Constitution before submission of their application for ICAP Fan Club Membership, and an application will only be accepted if the applicant confirms his/her agreement to these Terms and the Constitution, by submission of the completed ICAP Fan Club Membership Application Form to ICAP Fan Club. Notwithstanding the foregoing, an applicant will not become a Member unless his/her completed ICAP Fan Club Application Form, relevant supporting documents (specified in the application form), Entrance Fee and Annual Fee payments, satisfactory evidence of such payments are received by ICAP Fan Club and he/she receives a written notification from ICAP Fan Club that his/her Membership application has been accepted.

### 2. Definitions and Interpretation

"Capital Dynamics group of companies" is a group of companies which includes the following entities:-

- a. Capital Dynamics Asset Management Sdn Bhd (fund manager of icapital.biz Berhad);
- b. Capital Dynamics Sdn Bhd (investment adviser of icapital.biz Berhad);
- c. Capital Dynamics Global Pte Ltd;
- d. Capital Dynamics (S) Pte Ltd;
- e. Capital Dynamics Asset Management (HK) Pte Ltd;
- f. Capital Dynamics (Australia) Ltd; and
- g. Capital Dynamics Investment Management and Advisory (Shanghai) Co. Ltd.

"Commencement Date" refers to the date on which you receive the notification from ICAP Fan Club that your Membership application or application for Membership renewal has been accepted.

"Confidential Information" means confidential information of ICAP Fan Club, icapital.biz Berhad and/or the Capital Dynamics group of companies which includes, but is not limited to:

- a. information specifically designated by ICAP Fan Club, icapital.biz Berhad or the Capital Dynamics group of companies as being confidential;
- b. Intellectual Property;
- c. developments relating to existing and future products/services of ICAP Fan Club, icapital.biz Berhad or the Capital Dynamics group of companies;
- d. projects and services marketed or used or to be marketed or used, or rejected, by ICAP Fan Club, icapital.biz Berhad or the Capital Dynamics group of companies and persons or companies dealing with either of these parties; and
- e. information relating to the general business operations of icapital.biz Berhad or the Capital Dynamics group of companies including:
  - i. client lists and any personal or business details relating to icapital.biz Berhad or the Capital Dynamics group of companies' clients;
  - ii. costing and selling price information, including pricing, credit policies, credit procedures, payment policies, payment procedures and systems;
  - iii. trade secrets, commercial property management, leasing and finance plans and processes, technical designs and specifications, know-how and intellectual property;
  - iv. business and marketing plans and strategies;
  - v. current activities and future plans relating to all or any matters of development including the timing of all such matters;
  - vi. agreements and arrangements with third parties;

- vii. third party information disclosed in confidence;
- viii. contractual and technical information; and
- ix. Notes concerning any of the above.

- f. any other information relating to the conduct, management, business, dealings or affairs of ICAP Fan Club, icapital.biz Berhad or the Capital Dynamics group of companies.

"Corporate Entity" refers to any corporate, organisation or entity.

"Corporate Member" refers to any Corporate Entity that is a member of ICAP Fan Club.

"Entrance Fee" has the meaning given to it in Clause 10.1 of this Terms.

"Expiry Date" refers to the last day on which a Member's Membership with ICAP Fan Club is valid.

"ICAP Fan Club" refers to a club for icapital.biz Berhad share owners, which is set up to improve the quality of icapital.biz Berhad share owners, to share investment knowledge and experience, to organise activities for the benefit and interests of its members, and to carry out activities that promote positive values among Malaysians.

"ICAP Fan Club Membership Application Form" refers to the membership application form that shall be completed and submitted to the ICAP Fan Club in order to become a Member of the ICAP Fan Club.

"ICAP Fan Club Membership Renewal Application Form" refers to the membership renewal application form that shall be completed and submitted to the ICAP Fan Club in order to renew Membership in ICAP Fan Club.

"ICAP Fan Club Committee" refers to a committee which is elected by the Members of ICAP Fan Club in the general meeting of ICAP Fan Club. The ICAP Fan Club Committee manages and makes decisions on the daily matters of ICAP Fan Club according to the Constitution of ICAP Fan Club, and is responsible for overseeing the ICAP Fan Club's adherence to relevant laws and regulations, including but not limited to the Societies Act 1966 and Societies Regulations 1984.

"icapital.biz Berhad" refers to a closed-end fund listed on the Main Market of Bursa Malaysia with the stock code of 5108, which is managed by Capital Dynamics Asset Management Sdn Bhd and advised by Capital Dynamics Sdn Bhd.

"Individual Member" refers to any individual that is a member of ICAP Fan Club at their personal capacity.

"Intellectual Property" includes but is not limited to letters, patent, trade marks (whether registered or unregistered), registered or unregistered designs, utility models, copyrights (including design copyrights), applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how, any research effort relating to any of the above, business names (whether registrable or not) or any similar rights in any country.

"Member" means any person, corporate, organization or entity who is a member of ICAP Fan Club.

"Membership" means the period of time when a Member is contracted to the ICAP Fan Club under this Terms.

"Website" means the ICAP Fan Club official website, which may be accessed via [www.icapfanclub.com](http://www.icapfanclub.com).

INTERPRETATION OF WORDS: Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Any reference to a time of day and dates in these Terms shall be in reference to Malaysia time and dates, unless otherwise stated.

Where any word or expression is defined in these Terms such definition shall extend to the grammatical variations and cognate expressions of such word or expression.

### 3. Eligibility for Membership

- 3.1 The ICAP Fan Club shall comprise Ordinary Members and Associate Members.

- 3.2 An applicant may apply to be an Ordinary Member (Individual Member) of the ICAP Fan Club if he/she:
- is a Malaysian citizen; and
  - is resident in Malaysia; and
  - is aged 18 years and over; and
  - holds at least 1,000 icapital.biz Berhad shares.
- 3.3 An applicant may apply to be an Ordinary Member (Corporate Member) of the ICAP Fan Club if it:
- is a Corporate Entity registered in Malaysia; and
  - holds at least 1,000 icapital.biz Berhad shares.
- 3.4 In the event that an Applicant applies to be an Ordinary Member or where ICAP Fan Club requests for the proof of shareholding of icapital.biz Berhad of an Applicant or Member, the proof of shareholding in icapital.biz Berhad submitted to ICAP Fan Club should be dated not more than 1 month prior to the date on which such document is provided to ICAP Fan Club.
- 3.5 In the event that an Applicant applies for Ordinary Membership, or a Member is an Ordinary Member, ICAP Fan Club reserves the right to request for proof of the said Applicant's or Member's shareholding in icapital.biz Berhad to ascertain the said Applicant's or Member's eligibility for Ordinary Membership at any time deemed necessary.
- 3.6 An Applicant may apply to be an Associate Member of the ICAP Fan Club if the Applicant does not meet the criteria in Clauses 3.2 or 3.3.
- 3.7 Associate Members that submit supporting documents to ICAP Fan Club evidencing that they satisfy eligibility criteria for Ordinary Members under Clause 3.2 or 3.3, qualify for a conversion to an Ordinary Membership.
- 3.8 In the event that Associate Members qualify for a conversion to an Ordinary Membership, they shall receive a written notification from ICAP Fan Club that their Membership has been converted to Ordinary Membership.
- 3.9 All Membership applications are subject to acceptance by ICAP Fan Club at its sole discretion. ICAP Fan Club shall notify applicants if their Membership application has been accepted. ICAP Fan Club shall be under no obligation to provide any reason(s) for the rejection of membership applications.
- 4. Contractual Period of Membership**  
The contractual period of Membership shall:
- commence on the Commencement Date; and
  - shall continue for a period of one (1) year following the Commencement Date, unless terminated earlier in accordance with Clause 11.
- 5. Renewal of Membership**
- 5.1 Members may renew their Membership by submitting the completed ICAP Fan Club Membership Renewal Application Form and Annual Fee payment to ICAP Fan Club. Notwithstanding the foregoing, a Member's Membership will not be automatically renewed unless his/her completed ICAP Fan Club Membership Renewal Application Form and Annual Fee payment are received by ICAP Fan Club and he/she receives a written notification from ICAP Fan Club that his/her Membership has been renewed.
- 5.2 If Members do not renew their Membership with ICAP Fan Club by the Expiry Date of their current Membership, they will not be allowed to participate in any ICAP Fan Club events and activities that are exclusively reserved for Members. In the event that Members do not renew their Membership for more than two (2) years after the Expiry Date of their current Membership, their current Membership shall be suspended until they renew their Membership. In the event that Members do not renew their Membership for more than three (3) years after the Expiry Date of their current Membership, they shall automatically cease to be a Member.
- 6. Benefits of Members**
- Membership benefits shall vary according to the type of Membership.
  - Use of any Membership benefits are strictly limited to Members only.
  - Ordinary Members shall be entitled to all the benefits of Membership including but not limited to priority access to ICAP Fan Club events and activities with limited seating, lower joining fees for ICAP Fan Club events and activities, and the right to vote at all ICAP Fan Club general meetings.
  - Associate Members shall not be entitled to vote at any ICAP Fan Club meetings, shall not be entitled to priority access to ICAP Fan Club events and activities with limited seating, and shall not be entitled to lower joining fees for ICAP Fan Club events and activities, but shall be otherwise entitled to the benefits of Membership.
  - ICAP Fan Club reserves the right to determine and/or amend the Membership benefits at any time without prior notice. For the latest Membership benefits, kindly visit the Website. Continued participation by Members in the ICAP Fan Club shall be deemed as acceptance by them of any revised Membership benefits.
- 7. Obligations of Members**
- Members are obligated to provide and maintain accurate and true personal information when applying for Membership of ICAP Fan Club. It is each Member's responsibility to furnish ICAP Fan Club with their updated personal information in the event of any change. They may do so by contacting ICAP Fan Club via the email address [members@icapfanclub.com](mailto:members@icapfanclub.com). Failure by Members to provide and maintain accurate and true personal information may invalidate their Membership in the ICAP Fan Club.
  - Membership in the ICAP Fan Club cannot be assigned or transferred, without the prior written consent of ICAP Fan Club. ICAP Fan Club may in its absolute discretion reject the proposed assignee or proposed transferee for membership for any reason whatsoever. Only a Member may use the benefits of their Membership. A Member must promptly notify ICAP Fan Club upon becoming aware of any unauthorised use of their Membership.
  - Ordinary Members are responsible for ensuring that they fulfil the requirement for a shareholding of at least 1,000 icapital.biz Berhad shares, as stated under Clauses 3.2 and 3.3, at all times.
  - In the event that Ordinary Members no longer fulfil the requirement for a shareholding of at least 1,000 icapital.biz Berhad shares as stated under Clauses 3.2 and 3.3, they are to ensure that they notify ICAP Fan Club of this change promptly. Thereafter, their rights to Ordinary Membership benefits shall cease with immediate effect and their Membership shall be converted to Associate Membership.
- 7.5 In the event that Ordinary Members fail to notify ICAP Fan Club that they no longer fulfil the requirement for a shareholding of at least 1,000 icapital.biz Berhad shares as stated under Clauses 3.2 and 3.3, but continue to use the benefits of Ordinary Membership, they shall automatically cease to be a Member of ICAP Fan Club, and shall not be allowed to re-apply for Membership for a period of five (5) years from the date on which they have ceased to be a Member of ICAP Fan Club.
- 7.6 Corporate Members shall appoint one (1) person (who shall be above the age of eighteen (18), a Malaysian citizen and resident in Malaysia) employed by such Corporate Members ("Authorised Representative"), who shall subject to their acceptance by ICAP Fan Club be entitled to enjoy the full benefits of a Corporate Member subject to these Terms, the Constitution, and such restrictions or conditions as the ICAP Fan Club may from time to time in its absolute discretion impose.
- 7.7 Corporate Members may by notice in writing to ICAP Fan Club, terminate the appointment of any Authorised Representative, and appoint another individual as an Authorised Representative in substitution therefore.
- 7.8 Each Corporate Member shall be liable to the ICAP Fan Club for the payment of all Entrance Fees, Annual Fees, and monies due on their accounts and the accounts of their Authorised Representative with ICAP Fan Club. Each Corporate Member shall indemnify the ICAP Fan Club against all claims, proceedings or actions made by its Authorised Representative against the ICAP Fan Club in respect of any matter whatsoever.
- 8. Code of Conduct**
- All Members shall comply with the Terms and the Constitution of ICAP Fan Club.
  - All Members shall comply with all applicable laws and regulations.
  - All Members shall not commit any act which ICAP Fan Club determines to be detrimental to, or likely to endanger the welfare, interests, safety or harmony or good reputation of ICAP Fan Club and/or icapital.biz Berhad.
  - All Members shall treat all other Members with respect and civility.
  - All Members shall not solicit, harass, threaten, abuse, defame or injure any other Members, or commit any unlawful or tortious acts against any other Members.
  - All Members shall handle property belonging to ICAP Fan Club with due care and diligence.
  - All Members shall report any inappropriate behaviour of a fellow Member to the ICAP Fan Club for action and follow up.
  - All Members shall pay any fees in relation to their Membership, or any activity/event which the said Member has committed to.
- 9. Disciplinary Procedure**
- The ICAP Fan Club shall not suspend or terminate the rights of a Member without written prior notice to the Member specifying the basis for a reasonable belief that the Member has committed a breach of these Terms or the Constitution, or that the Member's conduct is such as the ICAP Fan Club shall in its absolute opinion consider to be injurious to the reputation of the ICAP Fan Club or prejudicial to the reputation of ICAP Fan Club. The Member will then have seven (7) calendar days to respond in writing to the notice by providing an explanation for the specified activity, rectifying the identified breach (where possible) and providing any reason why ICAP Fan Club should not suspend or terminate the Member. ICAP Fan Club will review the response provided by the Member and determine, acting reasonably, whether the response is acceptable.
  - ICAP Fan Club will advise the Member of the outcome of the process in Clause 9.1 through written notice.
  - Upon being informed of the outcome of the disciplinary process by ICAP Fan Club, the Member may appeal against the decision by sending a written response within seven (7) calendar days of receipt of the written notice. The Member's appeal shall be tabled at a general meeting of Members and voted on by the Ordinary Members. If the general meeting of Members votes for the termination or suspension to be postponed or cancelled, the termination or suspension shall be postponed or cancelled accordingly with immediate effect. If the general meeting of Members votes for the termination or suspension to be carried out, the Member shall be immediately terminated or suspended for a period of time deemed reasonable by ICAP Fan Club.
- 10. Fees and Payment Terms**
- Unless otherwise expressly excluded herein, each Applicant shall be required to pay an **Entrance Fee of RM100** to ICAP Fan Club and an **Annual Fee of RM50** at the time of submission of his/her ICAP Fan Club Membership application, and all taxes and charges imposed by any statutory or other law or regulation on all such amounts, in such manner as the ICAP Fan Club may from time to time determine, and provide satisfactory evidence of such payment, for the purposes of activating their Membership. Only upon issuance of a written notification by ICAP Fan Club that payment is successful, will payment be considered to have been successfully made by each Applicant.
  - Unless otherwise expressly excluded herein, each Member shall be required to pay an Annual Fee of RM50 to ICAP Fan Club within seven (7) calendar days from the Expiry Date of their Membership, and all taxes and charges imposed by any statutory or other law or regulation on all such amounts, in such manner as the ICAP Fan Club may from time to time determine, and provide satisfactory evidence of such payment, for the purposes of renewing their Membership. Only upon issuance of a written notification by ICAP Fan Club that payment is successful, will payment be considered to have been successfully made by each Member.
  - Special fees or collection of money from Members for certain matters ("Miscellaneous Fees") can be collected with the consent of the general meeting of Members. Unless otherwise expressly excluded herein, each Member shall be required to pay Miscellaneous Fees by the deadline stipulated for payment, and all taxes and charges imposed by any statutory or other law or regulation on all such amounts, in such manner as the ICAP Fan Club may from time to time determine, and provide satisfactory evidence of such payment. Only upon issuance of a written notification by ICAP Fan Club that payment is successful, will payment be considered to have been successfully made by each Member.
  - In the event that Applicants fail to pay the Entrance Fee and Annual Fee in accordance with Clause 10.1 at the time of submission of their ICAP Fan Club Membership application, ICAP Fan Club shall not process their ICAP Fan Club Membership application.



- 10.5 Members who fail to pay the Annual Fee in accordance with Clause 10.2 within seven (7) calendar days from the Expiry Date of their Membership, shall not be allowed to participate in any ICAP Fan Club events and activities with immediate effect. If such Members do not make payment of all arrears for more than two (2) years after the Expiry Date of their Membership and seven (7) calendar days have elapsed after a written reminder letter from ICAP Fan Club has been sent to them, their current Membership shall be automatically suspended until all debts have been cleared. If such Members do not make payment of all arrears for more than three (3) years after the Expiry Date of their Membership, they shall automatically cease to be a Member of ICAP Fan Club.
- 10.6 Members who fail to pay the Miscellaneous Fees in accordance with Clause 10.3 for more than two (2) years after the stipulated deadline for payment of the Miscellaneous Fees, and seven (7) calendar days have elapsed after a written reminder letter from ICAP Fan Club has been sent to them, shall be automatically suspended until all debts have been cleared. If such Members do not make payment of all arrears for more than three (3) years after the stipulated deadline for payment of the Miscellaneous Fees, they shall automatically cease to be a Member of ICAP Fan Club.
- 10.7 The rates and amounts of Entrance Fee, Annual Fee and any other fees payable by the various categories of Members shall be such as the ICAP Fan Club may in its absolute discretion from time to time determine.
- 10.8 Payments under Clauses 10.1, 10.2 and 10.3 may be paid by cheque or bank transfer. Payments made by cheque or bank transfer shall be paid to the following bank account:-  
 Bank : Public Bank  
 Account No : 323 548 6405  
 Account Name : ICAP Fan Club/ Kelab Peminat ICAP
- 11. Termination and Suspension of Membership**
- 11.1 Members may terminate their Membership for any reason by giving fourteen (14) calendar days' written notice to ICAP Fan Club.
- 11.2 ICAP Fan Club shall have the right, to terminate a Member's Membership for any of the following reasons at any time, if in the sole determination of ICAP Fan Club:
- the Member has breached any of the Clauses contained in this Terms or the Constitution;
  - the Member has failed to pay the Annual Fee for more than three (3) years after the Expiry Date of their current Membership ;
  - the Member has failed to pay the Miscellaneous Fee for more than three (3) years after the stipulated deadline for payment of the Miscellaneous Fee;
  - any information provided by the Member to ICAP Fan Club is false or inaccurate;
  - the Ordinary Member has failed to notify ICAP Fan Club that the said Member no longer fulfils the requirement for a shareholding of at least 1,000 icapital.biz Berhad shares as stated under Clauses 3.2 and 3.3, and has continued to use the benefits of Ordinary Membership;
  - the Member has participated and/or used his/her Membership to participate in any unlawful or fraudulent activity; and/or
  - the Member has acted in a manner that will bring/has brought the good name of ICAP Fan Club and/or icapital.biz Berhad to disrepute.
- 11.3 If an Ordinary Member's Membership is terminated by ICAP Fan Club in accordance with Clause 11.2(e), the said Ordinary Member will not be allowed to re-apply for Membership for a period of five (5) years from the date on which they have ceased to be a Member of ICAP Fan Club.
- 11.4 Membership shall end automatically upon the death of the Member.
- 11.5 If any Member becomes of unsound mind or is the subject of winding-up proceedings (voluntary or compulsory), or is adjudicated a bankrupt or makes a composition with his/her creditors under the provisions of any statute such a Member shall automatically cease to be a Member.
- 11.6 ICAP Fan Club shall have the right to suspend a Member's Membership for any of the following reasons at any time, if in the sole determination of ICAP Fan Club:
- the Member has breached any of the Clauses contained in this Terms or the Constitution;
  - the Member has failed to pay the Annual Fee for more than two (2) years after the Expiry Date of their Memberships;
  - the Member has failed to pay the Miscellaneous Fee for more than two (2) years from the stipulated deadline for payment of the Miscellaneous Fee; and/or
  - the Member has acted in a manner that will bring/has brought the good name of ICAP Fan Club and/or icapital.biz Berhad to disrepute.
- 11.7 A Member who has been terminated or suspended shall not be entitled to any benefits of ICAP Fan Club Members. Notwithstanding such termination or suspension, such Member shall remain liable for any rights, liabilities or obligations owing to ICAP Fan Club which accrued before such termination or suspension. For the avoidance of doubt, Members' termination or suspension shall not be effective until the ICAP Fan Club notifies the Member in writing that their Membership has been terminated or suspended. No refund of any monies shall be made to such Members.
- 11.8 Any documents and/or property of ICAP Fan Club that are in the possession of a Member shall be returned to ICAP Fan Club upon the termination of Membership of such Member.
- 12. Limitation of Liability**
- To the maximum extent permitted by any law, ICAP Fan Club specifically excludes any and all liability for any direct, indirect, special, incidental or consequential damages, loss of revenue or profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of data or information whether direct or indirect, loss of property (or to the extent permitted by the law) personal injury or death, arising out of or in any way connected with Members' Membership with ICAP Fan Club.
- 13. Intellectual Property**
- All Intellectual Property rights of ICAP Fan Club are and shall remain the sole property of ICAP Fan Club. None of the Intellectual Property rights of ICAP Fan Club may be used, revised, copied, transmitted, altered, disseminated, reproduced, republished, uploaded, posted, publicised, or otherwise distributed in any form and manner without prior written consent of ICAP Fan Club.
- 14. Confidentiality**
- 14.1 Members acknowledge that in the course of their Membership with ICAP Fan Club, they may become acquainted with or have access to Confidential Information of ICAP Fan Club, icapital.biz Berhad and/or the Capital Dynamics group of companies.
- 14.2 Members must both during and after the operation of this Terms:
- take all steps necessary to safeguard the confidentiality of all Confidential Information; and
  - refrain from using, disclosing, copying or removing any Confidential Information without the consent of ICAP Fan Club.
- 14.3 Members agree that they must not:
- use Confidential Information for any purpose other than for ICAP Fan Club matters; and
  - for whatever reason, either for themselves or a third party, appropriate, copy or in any manner reproduce any of the Confidential Information.
- 14.4 This Clause 14 does not apply to any Confidential Information that:
- is publicly available as at the date of this Terms;
  - becomes publicly available after the date of this Terms without breach of this Terms by Members;
  - was lawfully in Members' possession before its disclosure under this Terms took place;
  - Members are obliged by law to disclose; or
  - was or is developed by or on behalf of Members independently of and without reliance on any information of ICAP Fan Club.
- 14.5 If Members are obliged by law to disclose any Confidential Information, they must immediately notify ICAP Fan Club of the requirement in writing not more than seven (7) calendar days from such disclosure.
- 14.6 Members' obligations under this Clause 14 continues after the termination date of this Terms and continues indefinitely or until the Confidential Information no longer meets the requirements of being Confidential Information under this Terms.
- 15. Data Protection and Privacy**
- For more information on how personal data is processed by ICAP Fan Club, please refer to the Privacy Policy on the Website.
- 16. Indemnity**
- Members shall indemnify and keep ICAP Fan Club indemnified against all claims, demands, actions, proceedings made or brought against ICAP Fan Club arising from any misuse of their Membership and/or breach of the Terms or the Constitution by them, including without limitation, if they commit any fraud or misrepresent any information supplied or to be supplied under these Terms or the Constitution.
- 17. Amendment**
- ICAP Fan Club reserves the right to amend the Terms at any time without prior notice. For the latest Terms, kindly visit the Website. Continued participation by Members in the ICAP Fan Club shall be deemed as acceptance by them of any revised Terms.
- 18. Dispute Resolution**
- 18.1 In the event any dispute arises between the parties in relation to this Terms, the parties shall in the first instance attempt to resolve such dispute between themselves.
- 18.2 If the dispute has not been resolved through consultations within thirty (30) calendar days after one party has served written notice on the other party requesting the commencement of such discussions, both parties irrevocably agree that any controversy or claim arising out of or relating to this Terms, or the breach thereof, shall be referred for mediation by a single mediator jointly appointed by the parties or failing agreement, as may be appointed by the Malaysian Mediation Centre under the auspices of the Malaysian Bar Council. All proceedings in mediation shall be confidential and without prejudice.
- 18.3 Failing mediation, the parties agree to refer the dispute for the decision of an arbitrator to be appointed in writing by the parties hereto or if they cannot agree to a single arbitrator, the decision of two (2) arbitrators, each party to appoint one (1) and in either case in accordance with and subject to the Arbitration Act 2005 or to any statutory modification or re-enactment for the time being in force.
- 19. Governing Law**
- This Terms shall be governed by, and construed in accordance with, the laws of Malaysia.
- 20. Severability**
- Part or all of any provision of this Terms that is illegal or unenforceable may be severed from this Terms and the remaining provisions of this Terms continue in force.
- 21. Waiver**
- No failure or delay by ICAP Fan Club to exercise or in exercising any right or remedy under this Terms shall be construed or rated as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Terms preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Terms are cumulative and are not exclusive of any rights or remedies provided by law.
- 22. Notices**
- Any notice or request or communication or instruction to be given under this Terms shall be in writing and shall be sent by electronic mail, or by registered post, or by hand, and shall be deemed to have been duly given if personally delivered, upon delivery at the address of the relevant party, if sent by post, when received at the address of the relevant party, and if sent by electronic mail, at the time of transmission (provided the sender system records a confirmation that such electronic mail has been sent).
- 23. Compliance with applicable law**
- Members shall comply with all laws, regulations, or other legislative provisions that are applicable to them in connection with these Terms or the Constitution.
- 24. Contact Us**
- If Members have any queries about the Terms or the Constitution, they may contact ICAP Fan Club at [members@icapfanclub.com](mailto:members@icapfanclub.com) or (603) 2070 2106/07/08. The said contact details may be amended by ICAP Fan Club from time to time by posting revised details on the Website.