

Abacus Terms Of Use

We offer an automated investment service. Should you choose to join us as a client, we will manage a diversified, continually rebalanced portfolio of securities and collective investment schemes on your behalf. Abacus is a part of Farringdon Group Ltd and regulated under the name Farringdon Group Ltd in the federal territory of Labuan in the country of Malaysia. Any reference in this agreement to Abacus will be deemed to apply to Farringdon Group Ltd as well.

When you use our website and mobile applications you enter into a series of legally binding agreements.

You also agree to our Privacy Policy which covers how we collect, use, share and store your personal information.

Agreement

When you access our website at www.abacus2u.com and/or our mobile applications ("our website" (which includes our blog), "our app" or "Abacus") as a User, you're agreeing to be bound by the following Terms of Use, and, if you've choose to become a Client, our Client Agreement. Please therefore take the time to read the following binding Terms of Use below.

For the purpose of this agreement a User is an individual who uses our website or mobile application to evaluate our service, or for educational purposes and a Client is an individual who signs our Client Agreement that entitles the Client to have their investment portfolio managed by Farringdon Group Ltd. This Agreement, as well as the Privacy Policy applies to both Users and Clients.

If you elect to become a Client, you will be subject. to these Terms of Use, our Client Agreement, our Privacy Policy and any additional terms to which you agree when you create and fund an investment account.

For a User who is not a Client

You acknowledge and accept that the investment results you could obtain from investment information and financial advice provided by Abacus cannot be guaranteed and that Abacus cannot be held liable. All investments entail a risk of loss and that you may lose money. Investment management services may be offered to individuals who become clients, at the sole discretion of Abacus. Your decision to engage our investment management services are subject to your explicit acceptance of the separate Client Agreement.

You agree that your use of Abacus is for educational purposes only and is not intended to provide legal, tax or financial planning advice. You agree as a User that you are responsible for your own investment research and investment decisions, that Abacus is only one of many tools you may use as part of a an investment education process, that you should not and will not rely on Abacus as the primary basis of your investment decisions and, except as otherwise provided for herein, Abacus will not be accountable for decisions/actions you take or authorize third parties to take on your behalf based on information you receive as a User of Abacus or information you otherwise see on our website.

Your Obligations

You must be at least 18 years old to access our website or mobile applications.

Your Eligibility

Abacus is intended solely for individuals who are 18 years or age or older. Any access to or use of Abacus by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using Abacus, you represent and warrant that you are 18 or older.

You will keep your user name and password a secret.

You will not share your account with anyone else.

Your Access

In order to access certain features of Abacus, you must register to create an account ("User Account"). When you register, you will be provided a password, which you will be required to use to access your User Account. Abacus has physical, electronic and procedural safeguards that comply with Malaysian standards to protect Users' and Clients' non-public personal information as highlighted in our privacy policy.

You are liable for safeguarding your password and other Account details. You agree not to share your password to any third party and you will notify Abacus immediately if your password is lost, stolen or if you suspect any unauthorized use of your Account. As a User you agree that you shall be solely responsible for any actions under your User Account, whether or not you have authorized such actions.

You agree that the information you provide to us on account registration through our website or mobile applications will be true, accurate, current, and complete.

Alerts, Notifications and Service Communications

By creating a User Account, you automatically give us permission to send you for various types of alerts via e-mail and mobile notification.

We never include your password in these communications, but we may include your name, or email address and information about your portfolio(s) if you are a Client. Anyone with access to your e-mail or mobile device will be able to view these alerts.

You may unsubscribe from marketing oriented emails at any time.

Disclaimer and Limit of Liability

Abacus cannot be held responsible for any financial insights or recommendations provided to Users.

Disclaimer Warranties

Your use of Abacus, and the personal details you provide is at your sole discretion and risk. Abacus and all materials, information, products and services included therein, are given without warranties of any kind from Abacus.

ABACUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO ABACUS, CONTENT AND/OR USER DETAILS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. ABACUS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF ABACUS, CONTENT AND/OR USER INFORMATION;

THAT ABACUS WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;

THAT ABACUS WILL BE FREE FROM ELECTRONIC VIRUSES; OR REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY ABACUS INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No advice or information, whether oral or written, obtained by you from Abacus, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk.

These are the limits of legal liability we may have to you.

Limitation of Liability

IN NO EVENT SHALL ABACUS OR ANY OF ITS STAFF OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ABACUS, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH ABACUS OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ABACUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL ABACUS CUMULATIVE LIABILITY TO YOU EXCEED US \$100

Termination

Each of us can end this agreement at any time.

You may request termination of your User Account at any time and for any reason by sending an email to support@abacus2u.com

We may terminate or suspend your access to Abacus, at our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a breach of these Terms of Use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use. We may seek to gather information from a user who is suspected of violating these Terms of Use (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to Abacus under these Terms of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

Dispute Resolution

If there is a legal dispute, it will take place in Malaysia under Malaysian law.

You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the Federal Territory of Labuan, Malaysia. excluding that body of law pertaining to conflict of laws.

International Use

Abacus is licensed and regulated as part of Farrington Group Ltd in Labuan Malaysia. Any use of the service will be deemed to have taken place in Labuan and will be subject to Labuan regulations.

Miscellaneous

This Agreement takes priority over previous agreements.

Integration & Severability

This Agreement is the entire agreement between you and us with respect to Abacus, and your use of our website and mobile app, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Investment recommendations are made to Clients on an individual basis and may differ based on specific circumstances.

Advice may differ

You understand and agree that we act as an investment adviser for Clients and will continue to do so. We and our personnel may make recommendations and take action for Clients that may differ from the recommendations we give to you or the action we take on your behalf.

In addition, our personnel may take actions for their own accounts based on their own investment situations that differ from the recommendations we give you or actions we take on your behalf.

Any notice or communication will be in writing by email.

If you have used Abacus through one of our white label partners; Abacus is deemed as the asset manager and that white label company will be your adviser; the company that is deemed the "adviser" must adhere to their own regulatory requirements and no such complaints or damages can be submitted against Abacus's fund managers license. This may be in consideration to currency restrictions, minimum amounts required to open an account or any number of other circumstances that may change parts of our terms of use. Please refer to that individual "advisers" terms of use policy to understand their requirements in full.