

TeXnovasi Accelerator Programme Terms and Conditions

(Effective date: 5 November 2024)

1. General

- 1.1 The TeXnovasi Accelerator Programme (“**Programme**”) is organised by GX Bank Berhad (“**GXBank**”) in collaboration with 1337 Ventures Sdn Bhd (“**Programme Partner**”). The Programme will run from **5 November 2024** to **5 May 2025** (both dates inclusive) or as otherwise determined by GXBank with notice (“**Programme Period**”).
- 1.2 By applying and agreeing to participate in the Programme, you agree to be bound by these TeXnovasi Accelerator Programme Terms and Conditions (“**Terms and Conditions**”) (which may be amended/updated from time to time) and acknowledge that any decisions made by GXBank regarding the Programme are final and binding.

2. Eligibility Criteria

- 2.1 The Programme is open to startup business entities that are registered with the companies commission of Malaysia and operational in Malaysia, with a minimum operational period of twelve (12) months as of 5 November 2024 (“**Applicant**”, “**you**”, or “**your**”).
- 2.2 To be eligible for the Programme:
 - (a) Applicants must propose and submit innovative solution(s) in at least one (1) of the following areas:
 - (i) expanding financial access for the unbanked and underserved;
 - (ii) financial solutions for micro, small and medium enterprises (MSMEs);
 - (iii) enhancing security and fraud prevention; or
 - (iv) personalised customer experience and scalable engagement;
 - (b) an Applicant's business/company must be in the seed or growth stage, with an existing solution or working prototype;
 - (c) Applicants must demonstrate that their business has the potential for scalability; and
 - (d) Applicants must possess a valid proof of concept.
- 2.3 The following individuals and business entities are not eligible to participate in the Programme:
 - (a) businesses or companies incorporated or established outside of Malaysia;
 - (b) businesses or companies that are not registered with the relevant authorities and do not possess the necessary licenses, approvals, or permits for their specific type of business;
 - (c) businesses or companies engaged in illegal activities;
 - (d) businesses or companies currently under receivership, judicial management, or in the process of winding up (voluntarily or involuntarily);
 - (e) businesses or companies where any director is financially insolvent or has bankruptcy proceedings initiated against them;
 - (f) permanent or contract employees of GXBank or its affiliates, along with their immediate family members, representatives, and agents, and any business or company where any of the aforementioned individuals serve as a director, partner, or hold a similar position, unless exempted by GXBank;
 - (g) any other categories of persons or entities that GXBank may decide to exclude at its discretion, without the need to provide reasons.

3. Application and Selection Process

- 3.1 To participate in the Programme, Applicants must submit their applications through GXBank's website at www.gxbank.my/texnovasi or through the Programme Partner's website at <https://1337.ventures/texnovasi-accelerator> by **5 January 2025** (“**Application Deadline**”). Incomplete or late applications will not be considered.
- 3.2 By submitting an application, Applicants agree to the following terms:
- (a) Applicants must provide the necessary documents for verification, including business registration and proof of concept;
 - (b) Applicants authorize GXBank to share their information with the Programme Partner and vice versa;
 - (c) Applicants agree to undergo necessary financial and background checks and to provide any requested documentation; and
 - (d) Applicants confirm that all information provided in their applications is true, accurate, and complete.

Failure to meet any of these requirements may result in disqualification from the Programme.

- 3.3 In addition to the requirements in Clauses 3.1 and 3.2 above, shortlisted Applicants (“**Successful Applicants**”) must open a GX account with GXBank (as instructed by GXBank).
- 3.4 The date for notifying the Successful Applicants will be determined by GXBank and the Programme Partner. Only the Successful Applicants will be contacted by a representative of GXBank or the Programme Partner via email, phone call, or any other appropriate communication channels. If a Shortlisted Applicant does not respond within the timeline stipulated by, GXBank and the Programme Partner reserve the right to select another Applicant.
- 3.5 The decisions by GXBank and the Programme Partner regarding all aspects of the Programme, including the shortlisting of the Successful Applicants and selection of finalists, are final. No appeals or requests for reconsideration by Applicants will be accepted or considered.

4. Programme Benefits

- 4.1 Successful Applicants will be eligible for the following Programme benefits during the Programme Period:
- (a) access to mentorship from industry leaders;
 - (b) participation in workshops focused on product development and funding strategies; and
 - (c) opportunities to network with potential partners,

(collectively, the “**Programme Benefits**”).

- 4.2 GXBank and the Programme Partner will select several finalists from the Successful Applicants. These finalists may be eligible to receive a prize/reward at the discretion of GXBank and the Programme Partner.

5. Obligations of Successful Applicants

- 5.1 The Successful Applicants agree to adhere to the mechanics of the Programme, including the structure, hours, projects, assignments and tasks assigned during the Programme Period.

- 5.2 The Successful Applicants must engage in all activities and events organized as part of the Programme for its entire duration, including training and talks deemed suitable by GXBank and the Programme Partner.
- 5.3 If a Successful Applicant misses any session or activity (in-person or virtual), or fails to complete projects, assignments, or tasks on time, they must submit a valid written explanation to a representative of GXBank or the Programme Partner. Missing more than two sessions or activities may lead to automatic termination from the Programme.
- 5.4 Should a Successful Applicant choose to withdraw from the Programme without a valid reason or become uncontactable, GXBank and the Programme Partner reserve the right to disqualify them and prohibit their participation in future programs organised by GXBank and/or the Programme Partner.
- 5.5 The Successful Applicants and finalists are strictly prohibited from sharing any materials related to the Programme unless otherwise instructed by GXBank and/or the Programme Partner.
- 5.6 Unless informed otherwise, all Successful Applicants agree to continue participating in promotional activities related to the Programme, regardless of whether they are selected as finalists. Those not selected as finalists must also participate in related activities for six (6) months from the Application Deadline or a duration determined by GXBank.
- 5.7 All Successful Applicants and finalists consent to GXBank and the Programme Partner using their image, likeness, and recorded audio or video for promotional purposes without compensation. This includes:
 - (a) use of their image, which may be edited, published, or distributed, with a waiver of the right to inspect the finished product;
 - (b) use of their business or organization's logo and branding visuals in marketing materials;
 - (c) inclusion of their image and sound in current and future initiatives without limitations on time or geographical distribution.
- 5.8 To facilitate promotional activities, the Successful Applicants and finalists agree to:
 - (a) participate in interviews;
 - (b) allow GXBank, the Programme Partner or its representatives to visit their business premises for photography or filming;
 - (c) provide information on new product launches and business developments;
 - (d) offer testimonials about the Programme;
 - (e) assist with articles on their business and the Programme as needed.
- 5.9 Unless informed otherwise by GXBank and/or the Programme Partner, the Successful Applicants and finalists agree to accept all risks (including injury), costs and consequences of their participation in the Programme and its activities.
- 5.10 All activities related to the Programme may be recorded and shared on GXBank and the Programme Partner's respective websites as well as on platforms such as YouTube and other social media platforms. The Successful Applicants and finalists grant irrevocable consent for the filming and broadcasting of these activities, acknowledging that the decisions of GXBank and the Programme Partner regarding participation are final.

- 5.11 Successful Applicants are responsible for all costs and expenses incurred during their involvement in the Programme unless otherwise notified by GXBank and/or the Programme Partner.
- 5.12 The Successful Applicants may not be endorsed (e.g. promoted or advertised) by any other financial institution for the duration of the Programme without GXBank's prior consent.
- 5.13 Successful Applicants may be required to agree to any other relevant terms and conditions or agreements related to their participation in the Programme. They and/or their businesses may undergo background checks at the discretion of GXBank and the Programme Partners. Discrepancies in provided information may lead to disqualification. These checks may include verification of identity, source of funds, creditworthiness, and compliance with Malaysian regulations. Successful Applicants must provide all requested documentation. Failure to comply may result in termination of participation in the Programme.
- 5.14 GXBank and the Programme Partner reserve the right to disqualify or delete any submission entries that contain indecency, vulgarity, obscenity, racial sentiments, profanity, violence, or other inappropriate elements, including any infringement of third-party intellectual property rights. GXBank and the Programme Partner are not responsible for any disqualification, deletion, or unsuccessful posting of entries due to technical issues or other reasons.
- 5.15 Any business funding or future dealings between the Successful Applicants and finalists with the Programme patrons will be direct engagements between those parties, with no relationship to GXBank. The Successful Applicants and finalists agree not to involve GXBank in any disputes or claims related to business funding or future dealings with the Programme patrons.

6. General Terms and Conditions

- 6.1 By participating in the Programme, you consent to the collection, processing, and use of your personal data by GXBank in accordance with GXBank's [Data Privacy Policy](#) and by the Programme Partner in accordance with the Programme Partner's which is available at <https://1337.ventures/privacy-policy/>. Additionally, you agree to the use of your personal data by GXBank and the Programme Partner for:
 - (a) purposes related to the Programme; and
 - (b) marketing and promotional activities conducted by GXBank and the Programme Partner, which may include various forms of advertising and publicity through media such as newspapers, television, radio, and online platforms. This may involve the use of details from your entries, interview materials, responses, and related photographs. You also agree to cooperate and participate in all advertising and publicity activities related to the Programme.

- 6.2 Any existing relationship with GXBank, the Programme Partner, its affiliates, judges, mentors, or key decision-makers of the Programme must be disclosed in writing to GXBank or the Programme Partner immediately upon discovery. GXBank and the Programme Partner reserve the right to reject any application or terminate the participation of any Applicant if an undisclosed relationship is found.
- 6.3 The records maintained by GXBank and the Programme Partner and its decisions regarding all aspects of the Programme are final and binding. GXBank and the Programme Partner are not obligated to provide reasons or engage in correspondence with Applicants regarding any matters related to the Programme.
- 6.4 You agree not to criticize, disparage, or defame GXBank and the Programme Partner at any time—before or after the completion of the Programme. This includes refraining from making derogatory comments, whether written or oral, across any medium regarding GXBank, the Programme Partner, the Programme, current or former judges, GXBank’s officers, the Programme Partner’s officers, or any relevant third parties.
- 6.5 In cases of misconduct, breaches of these Terms and Conditions, or failure to meet any Eligibility Criteria, GXBank and the Programme Partner reserve the right to terminate the participation of any Applicant. GXBank may also choose to replace them with another Applicant.
- 6.6 GXBank and the Programme Partner reserve the right to disqualify an Applicant from participating in the Programme and/or take any other necessary actions, including legal action, against an Applicant if:
 - (a) GXBank and/or the Programme Partner determines that the Applicant has not complied with these Terms and Conditions;
 - (b) the Applicant is found or suspected of tampering with the Programme or its processes, including any fraudulent activity involving deceit or cheating; or
 - (c) the Applicant engages in fraudulent or dishonest actions, or conducts themselves in bad faith to gain an unfair advantage over GXBank and/or the Programme Partner.
- 6.7 To the fullest extent permitted by law, and unless due to GXBank’s gross negligence or willful misconduct, GXBank expressly excludes and disclaims any representations or warranties (whether express or implied, written or oral) regarding the Programme.
- 6.8 GXBank shall not be liable for any misinterpretation or misrepresentation of facts regarding the Programme by unauthorized third parties in any media, marketing, or advertising material.
- 6.9 GXBank shall not be liable or responsible if it is unable to fulfill any of its obligations in relation to the Programme, in whole or in part, due to circumstances beyond its control. This includes failures of mechanical or electronic devices, data processing systems, transmission lines, electrical issues, industrial disputes, war, strikes, riots, pandemics, acts of God, or any other force majeure events.
- 6.10 GXBank and the Programme Partner, along with its officers, employees, representatives, and agents (including any third-party service providers engaged for the Programme), shall not be responsible for or accept any liability of any kind arising from the Programme, whether directly or indirectly suffered by you or any third parties, except in cases of gross negligence or willful misconduct related to the Programme.
- 6.11 Applicants agree and undertake to indemnify and hold GXBank and the Programme Partner harmless against any claims, proceedings, damages, losses and costs (including legal fees on

an indemnity basis) that may arise in connection with or as a result of misconduct, negligence, misrepresentation or breach of these Terms and Conditions.

- 6.12 In the event of any inconsistencies between these Terms and Conditions and any advertising, promotional, publicity or other materials related to the Programme, these Terms and Conditions shall prevail.
- 6.13 GXBank reserves the right to modify, cancel, withdraw, suspend, extend, or terminate the Programme, in whole or in part, at any time. Prior notice will be given by posting on GXBank's Programme website at www.gxbank.my/texnovasi or by any other method determined by GXBank. Any modification, cancellation, withdrawal, suspension, extension, or termination of the Programme by GXBank shall not entitle you to any claims or compensation for losses or damages incurred as a direct or indirect result of these actions.
- 6.14 GXBank reserves the right to add, delete, suspend, amend or vary these Terms and Conditions, in whole or in part, at any time. Prior notice will be given by posting on GXBank's Programme website at www.gxbank.my/texnovasi or by any other method determined by GXBank.
- 6.15 Matters not explicitly covered by these Terms and Conditions will be determined by GXBank.
- 6.16 These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and you agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 6.17 You agree to regularly check GXBank's Programme website (www.gxbank.my/texnovasi) for updates on the Programme and these Terms and Conditions, including any notices from GXBank related to the Programme. If you have any questions or need clarification about the Programme or these Terms and Conditions, please contact GXBank's authorized representatives.
- 6.18 For inquiries or feedback about the Programme, please contact 1337 Ventures via WhatsApp at +6011 5628 0817 or email at info@1337ventures.net. You can also contact GXBank through the chat function in the GX App, call our Customer Support team at +603 7498 3188, or email us at ask@gxbank.my.