

LEVELA
TERMS OF SERVICE
Last Updated 13 August 2025

A. General Terms

1. Confirmation and Acceptance

Your Relationship With Us

Welcome to Levela (the “Platform”), a digital-first foundational financial literacy program. The Platform is designed to provide accessible and interactive learning experiences to build essential financial knowledge and help users make informed financial decisions. The Platform aims to address the widespread issue of financial illiteracy among adults in Asia and Africa.

The Platform is provided by Prudence Foundation (“we”, “our”, “us”). We are established in Hong Kong with a registered address at 13/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

You must carefully read these Terms of Service which set forth the terms and conditions by which you may access the Platform and any related service, whether in whole or in part provided by us, and any content, tools, features and functionality offered thereon (the “Terms”). These Terms form a legally binding agreement between you, as a user of the Platform (“you”) and us.

Accepting these Terms

By accessing or using our Platform, you confirm that you can form a binding contract with us, that you accept these Terms and that you agree to comply with them.

If you access or use the Platform from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined below, and in the event of a conflict between the provisions of the Jurisdiction-Specific Supplemental Terms that are relevant to your jurisdiction from which you access or use the Platform and these Terms, the relevant jurisdiction’s supplemental terms will supersede and control.

If you do not agree with or accept these Terms, you must not access or use the Platform. You will be deemed to accept, and agree to be bound by, these Terms if you use the Platform.

Changes to these Terms

We may amend and/or update these Terms from time to time. We will update the “Last Updated” date at the top of these Terms, which reflect the effective date of these Terms. We will also use our commercially reasonable endeavours to notify you of any material changes to these Terms, for

example, by displaying the revised version of this Agreement via an in-app or on-platform notification. The updated Terms shall become effective and replace the original Terms at the time of publication. If you do not agree with or accept the updated Terms, you must stop using the Platform. You will be deemed to accept the updated Terms if you continue to use the Platform after these Terms have been updated.

Privacy Policy

Our Privacy Policy describes how we handle the information you provide to us when you use the Platform. For an explanation of our privacy practices, please visit our Privacy Policy located here: [\[Link to Your Privacy Policy\]](#)

2. Account Registration and Use

Age Restrictions

You must be at least 16 years of age, or the minimum age of digital consent in your country, to create an account and use the Platform ("Minimum Age").

If you are at least the Minimum Age but are considered a minor in your country of residence (i.e., under the age of 18 or the age of legal majority), you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf. If we learn that a user is a minor and is using the Platform without parental or guardian consent, we reserve the right to disable their access.

Account Registration

To use the Platform, you must register for an account ("Account").

When you create this Account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your Account, you must promptly notify us at [\[Your Support Email Address\]](#).

You agree that you are solely responsible (to us and to others) for the activity that occurs under your Account. Your Account can only be used by you. You may not lend, sell, transfer, or rent your Account to any other person.

If your Account has been inactive for more than 12 months, your Account and any associated personal data may be deleted in accordance with our Privacy Policy. We will attempt to notify you via email prior to the deletion of your Account.

Account Suspension and Termination

We may, at our sole discretion, terminate or suspend your use of the Platform at any time and without notice if we reasonably believe you have failed to comply with any of the provisions of these

Terms, violated applicable laws, or if we believe such action is necessary to protect the safety or property of [Your Company Name], other users, or third parties.

In the event your Account is terminated, you will have no further access to your Account or any content associated with it.

If your Account is suspected to be involved in illegal or improper activities, you shall cooperate with any investigation we may conduct. You acknowledge that we may be required to cooperate with competent authorities, including providing your information as required by law.

3. Use of the Platform and Prohibited Conduct

Reasonable Use and Prohibited Activities

You must comply with all applicable laws, rules, and regulations when using the Platform. You agree not to engage in any of the following prohibited activities:

- Access or use the Platform if you are not fully able and legally competent to agree to these Terms;
- Modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Platform or any part thereof;
- Distribute, license, transfer, or sell, in whole or in part, any of the Platform or any derivative works thereof;
- Market, rent or lease the Platform for a fee or charge;
- Interfere with the proper working of the Platform, disrupt our network, or bypass any measures we may use to prevent or restrict access;
- Incorporate the Platform or any portion thereof into any other program or product;
- Use automated scripts, bots, scrapers, or similar tools to collect information from or otherwise interact with the Platform;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Intimidate or harass another, or promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Use or attempt to use another's Account without authorization from us.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason.

4. Platform Operation

Announcements

You understand and agree that the Platform may include service announcements and administrative messages, and you may not have the right to opt out of receiving these non-marketing communications. If you do not agree to receive them, you must stop using the Platform.

Interruption / Force Majeure

We reserve the right to interrupt the availability of the Platform for maintenance, in response to a force majeure event, by order of governmental authorities, or to comply with applicable laws. You agree that we will not be liable for any interruption of the Platform, delay, or failure to perform resulting from any cause.

Changes to the Platform

From time to time, we may update the Platform to improve performance, enhance functionality, or address security issues. We may ask you to install updates for these reasons. If you choose not to install such updates, you acknowledge that you may not be able to continue using the Platform or may experience degraded functionality.

5. Intellectual Property Rights

As between you and us, we or our applicable licensors own all right, title, and interest in and to the Platform, including all Intellectual Property Rights. The content on our Platform is for informational and educational purposes only. It is not intended to amount to financial or professional advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

The “Prudence Foundation” and “Levela” names and logos are trademarks of Prudence Foundation and its affiliates. You may not use these names or logos without our prior written consent.

Licence

Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Platform for your personal, non-commercial use. We reserve all rights not expressly granted herein.

6. Indemnity

You agree to defend, indemnify, and hold harmless Prudence Foundation, its parent companies, subsidiaries, and affiliates from any and all claims, liabilities, costs, and expenses arising out of a breach by you of these Terms or your violation of any applicable laws.

7. Warranties and Limitation of Liability

Excluded Warranties

THE PLATFORM IS PROVIDED “AS IS” AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO IT. YOUR USE OF THE PLATFORM WILL BE AT YOUR OWN RISK. WE DO NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL MEET YOUR REQUIREMENTS; BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; OR THAT ANY INFORMATION OBTAINED BY YOU WILL BE ACCURATE OR RELIABLE.

Limitation of Liability

SUBJECT TO APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, INCLUDING ANY LOSS OF PROFIT, GOODWILL, OPPORTUNITY, OR DATA.

OUR TOTAL LIABILITY TO YOU ARISING OUT OF OR IN RELATION TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO US\$100.

WE ONLY PROVIDE THE PLATFORM FOR PERSONAL, NON-COMMERCIAL USE. YOU AGREE NOT TO USE THE PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES.

8. Other Terms

Applicable Law and Jurisdiction

These Terms, their subject matter and their formation, are governed by the laws of Hong Kong (excluding its conflict of law rules). If a dispute, controversy or claim arising from or in connection with these Terms or your use of the platform cannot be resolved within 30 days following the commencement of consultation or mediation, then you or we shall submit the dispute for arbitration by the Hong Kong International Arbitration Centre ("HKIAC").

Except for the right of either you or us to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, both you and we agree that any dispute, controversy or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to these Terms, shall be referred to and finally resolved by arbitration administered by the HKIAC under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. You and we shall each designate one arbitrator and the HKIAC Council shall appoint a person who is the third arbitrator to act as the presiding arbitrator of the arbitral tribunal. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding upon you and us. The language of the arbitration shall be English.

Local Regulations

We make no representation that the Platform is available for use or permitted by law in any particular location. To the extent you choose to access the Platform, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the country you reside in.

Entire Agreement

These Terms constitute the whole legal agreement between you and us and govern your use of the Platform and completely replace any prior agreements between you and us in relation to the Platform.

Severability

If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms, and the remaining provisions of these Terms will continue to be valid and enforceable.

Assignment

We may transfer our rights and obligations under these Terms to any of our affiliates or any other organisation, including in connection with a merger, sale, reorganisation, asset sale, change of control, or similar transaction.

You may only transfer your rights or your obligations under these Terms to another person if we give our prior consent in writing.

Enforcement of Terms

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Security

We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your technology to access the Platform and should use your own virus protection software.

Prevailing Language

We may translate these Terms into other languages. Unless otherwise specified in the Jurisdiction Specific Supplemental Terms, the English language version of these Terms shall be controlling in all aspects and shall prevail in case of any inconsistency with any other language version (if any).

Any Questions?

Please contact us at [Your Contact Email Address].

B. Jurisdiction-Specific Supplemental Terms

These Jurisdiction Specific Supplemental Terms are incorporated by reference and form part of these Terms. These additional terms shall apply, supersede and override any conflicting provisions to the extent of any inconsistency in the main body of these Terms in relation to users of the platform located in the jurisdictions set out below.

Indonesia

- **Minimum Age:** You must be at least 21 years of age or married to access the Platform. If you are under 21 years old and not married, your parent or legal guardian must agree to these Terms on your behalf.
- **Governing Language:** These Terms may be made in English and Indonesian. In the event of any inconsistency, the English language version shall prevail.
- **Waiver:** We and you waive the applicability of Article 1266 of the Indonesian Civil Code to the extent a court order would otherwise be required to terminate these Terms.

Malaysia

- **Minimum Age:** You must be at least 18 years of age to access the Platform. If you are under 18 years old, your parent or legal guardian must agree to these Terms on your behalf.

Thailand

- **Minimum Age:** You must be at least 20 years of age to access the Platform. If you are under 20 years old, your parent or legal guardian must agree to these Terms on your behalf.

Vietnam

- **Minimum Age:** You must be at least 18 years of age to access the Platform. If you are between 16 and 18 years of age, you must obtain consent from your parent or legal guardian who must agree to these Terms on your behalf.