

## CONSUMER TERMS AND CONDITIONS

20200317

WELCOME TO KIPLEPAY!

**THIS CONSUMER TERMS AND CONDITIONS (“CONSUMER TERMS”) IS APPLICABLE AND BINDING UPON YOU WHEN YOU ACCESS OUR PLATFORM AND/OR WHEN YOU USE OUR SERVICE. IN ADDITION TO THIS CONSUMER TERMS, ADDITIONAL TERMS AND CONDITIONS MAY APPLY, DEPENDING HOW YOU ACCESS OUR PLATFORM AND/OR USE OUR SERVICE.**

**OUR SERVICE IS PROVIDED ON AN ‘AS IS’ BASIS WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF OUR SERVICE IS LIMITED. IT IS, THEREFORE, IMPORTANT THAT YOU READ THE CONSUMER TERMS CAREFULLY BEFORE ACCESSING OUR PLATFORM AND/OR USING OUR SERVICE. BY ACTUALLY ACCESSING OUR PLATFORM AND/OR USING OUR SERVICE, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEING TO BE BOUND BY THE CONSUMER TERMS IN ITS ENTIRETY FROM THAT POINT ONWARDS.**

**IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THE CONSUMER TERMS IN ITS ENTIRETY, YOU MUST IMMEDIATELY DISCONTINUE THE USE OF THE PLATFORM AND/OR USE OF OUR SERVICE.**

### 1. DESCRIPTION OF SERVICE

- 1.1 The e-Wallet Service facilitates the execution of payment by you to a Merchant.
- 1.2 The provision of the Service and availability of the Platform is subject to the Appropriate Authority and Law, and nothing contained in the Consumer Terms are in derogation of our rights and obligations to comply with such Appropriate Authority and Law.

### 2. OUR RIGHTS TO MAKE CHANGES

- 2.1 We can change the terms and conditions of the Consumer Terms and other terms and conditions found within kiple Website at any time. The changes may include, but not limited to, change in the dispute resolution process, fees and charges.
- 2.2 We will provide you notice of any material changes by displaying on the screen upon access to any of our Platform in the manner we deem fit.
- 2.3 You understand and agree that if you continue to access and/or use the Platform, and/or maintain an Account with us (whether or not you are using it) after the date on which such terms have changed, we shall treat you have accepted those changes in its entirety.
- 2.4 We are also constantly evolving in order to provide the best possible experience and information to our users. As such, you acknowledge and agree that the form and nature of our Services may

change from time to time without any prior notice to you. As part of this continuing process, we may stop (permanently or temporarily) providing any of the Service (or any features within the Service) to you without any prior notice. We shall not be liable for such change or discontinuance.

### 3. CAN YOU CHANGE ANYTHING IN THE CONSUMER TERMS?

- 3.1 Unless the language in such document unequivocally and expressly allowed in the Consumer Terms, you cannot make any changes without first obtaining our written consent.

### 4. DEFINITIONS AND INTERPRETATIONS

- 4.1 Definitions.

Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

“Account”	means the account you registered with us for the access and/or use of the Service.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Appropriate Authority”	means (i) the federal government of Malaysia, (iii) any state government, or local government, (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (v) the relevant authority in a foreign country, if applicable.
“Auto Top-Up”	means the feature we make available (if applicable) which automatically Top-Up the stored e-Money in your e-Wallet with Auto Top-Up Value when the e-Wallet falls to the Preset Threshold.
“Auto Top-Up Value”	means the fixed monetary value set by you that will be added to your e-Wallet when the e-Wallet falls to the Preset Threshold.
“Available Balance”	means the actual amount of stored e-Money available at any time for usage in your e-Wallet, subject to the e-Wallet Limit.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio, files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.

“Contest”	means giveaways or contest organised by us, our Affiliate, and/or our partner.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Service, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Credit Rating”	means information about your credit worthiness, credit standing, credit history or credit capacity.
“Credit Reporting Agency”	means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.
“Customer Service Support”	means +60 3 2714 6288, <a href="mailto:support@kiplepay.com">support@kiplepay.com</a> or live chat.
“e-KYC”	means information requested by us to satisfy Know Your Customer (KYC) requirements and to allow assessment of your application and on-going suitability to receive Service from us.
“e-Money”	means the electronic money associated with your Account and stored in the e-Wallet, as a designated payment instrument under the provisions of the Financial Services Act 2013.
“e-Wallet” or “e-Wallet Service”	means our digital wallet payment service that allows you to keep e-Money and make any Transaction with a Merchant through kiplePay App.
“e-Wallet Limit”	means the maximum amount of e-Money that can be stored in your e-Wallet, as may be approved by us from time to time.
“Force Majeure”	<p>means any of the following events or circumstances that are beyond our control to the extent that such events or circumstances delay or make impossible to perform any of our duties and obligations or cause us to breach a representation, warranty or obligation under this Agreement:</p> <ul style="list-style-type: none"> <li>(a) acts of God including, without limitation, volcanic activity, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes and tsunamis;</li> <li>(b) any acts, orders, decisions or decrees of any Appropriate Authority which materially affect our ability to perform our obligations under this Agreement;</li> <li>(c) enactments of, changes in or the enforcement of any Laws (including any changes in the application or</li> </ul>

	<p>interpretation thereof) that materially affect our ability to perform its obligations under this Agreement;</p> <p>(d) political unrest, geopolitical tension, strikes, lockouts, riots, acts of war, war (declared or undeclared), full or partial lockdowns of cities, travel bans, acts or threatened of terrorism, global health emergency, pandemic, epidemics; or</p> <p>(e) anything else outside our control.</p>
“Indemnified Party”	means us, our directors, officers, shareholders, employees and/or Affiliate.
“Kiple” or “we” or “us” or “ours”	means Kiplepay Sdn Bhd (510377-P/ 200001007771).
“Kiple-Consumer Dispute Resolution Process Schedule”	means our complaint handling process for resolving dispute between you and us about your Account, made available on kiple Website, as amended or updated from time to time.
“kiplePay App”	means the mobile application currently made available by us in a digital distribution service which allow user to download, register, access use the Service, including managing user’s Account.
“kiple Website”	means the website owned and/or managed by us (as amended from time to time) currently accessible at <a href="http://www.kiplepay.com">www.kiplepay.com</a> , excluding any external website to which the website points by way of hyperlink or otherwise.
“Law”	means Financial Services Act 2013, Bank Negara Malaysia Foreign Exchange Administration Rules, Unclaimed Moneys Act 1965, Anti-Money Laundering and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001, PDPA, and any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“Merchant”	means vendor, retailer, operator, or any other person, firm or corporation who sell goods and/or services to you in exchange for e-Money by means of kiplePay App.

“Merchant-Consumer Dispute Process Schedule”	means the process of resolving any dispute between you and a Merchant, made available on kiple Website, as amended or updated from time to time.
“Personnel”	means our employees, agents, contractors, subcontractors, and/or other representatives.
“Personal Data”	shall have the same meaning as in the PDPA.
“PDPA”	means Personal Data Protection Act 2010 and includes its subsidiary legislations, standards and codes of practice.
“Platform”	collectively means kiple Website, kiplePay App, our Social Media, any of our mobile applications, and/or any platforms (whether known now or in the future) made available by us from time to time to provide you with Service or provide you with Content and information.
“post/posted”	means to publish, display, submit and/or upload.
“Preset Threshold”	means the minimum value of e-Money set by you.
“Privacy Policy”	means a statement that discloses the ways we gather, use, disclose and manage the Personal Data and how you can opt-out, change, update and access your Personal Data.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.
“Refund”	means reimbursement or reversal, whether in full or partial, to you of an earlier Transaction between Merchant and you.
“Service”	collectively means any service provided by us to you including e-Wallet Service, Promotion, Contest, and/or any other service, feature or functionality made available or withdrawn by us from time to time.
“Social Media”	means social media account such as Facebook, Google, Twitter, LinkedIn, Instagram, or any other social media accounts.
“Top-Up”	means any FPX online banking, payment cards with debit or credit functions to make initial top-up and/or subsequent top-ups to the e-Wallet and any other designated payment channels or centres authorised by us for you to make initial top-up, and/or subsequent top-ups to the e-Wallet from time to time.
“Transaction” or transact” or “transacted”	means any transaction effected with a Merchant.
“Consumer” or “user” or “you” or “yours”	means any natural or legal person who has agreed to the Consumer Terms on behalf of herself/himself and is accessing and/or using the Service.

**“User Generated Content**

means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information posted by you on Social Media.

**4.2 Interpretations.**

Unless there is something in the subject or context, the following words are given the following interpretations: -

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- (c) this Consumer Terms shall be construed as a reference to it or them as varied, supplemented or novated from time to time;
- (d) titles and headings of the Consumer Terms are merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Consumer Terms; and
- (e) just because we are responsible for the preparation of the Consumer Terms, or any part of it, the rule of construction shall not apply to our disadvantage.

**5. YOUR PERSONAL DATA**

- 5.1 When you provide us with your Personal Data, you agree that we may use it to supply you with the Service and for other purposes described in our Privacy Policy. Without your Personal Data, we may not be able to allow you access and/or use certain Service, or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Policy. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.

**6. ELIGIBILITY AND YOUR APPLICATION**

- 6.1 We will contract with you only if you are 18 years old and above. If you are below 18, please obtain your parent or guardian’s permission before accessing and/or using our Service. All Personal Data provided by a user and all transaction entered into with us shall be deemed to have been submitted by a user above 18 or has obtained the relevant permission from their parent or guardian.
- 6.2 When you make an application, you are requesting us to supply the Service to you. We will perform a e-KYC before approving your application. We have the absolute discretion to determine your eligibility and shall have the right to reject your application and/or refuse the provision of Service to you, at any time, without liability. Our decision is conclusive and binding on you and you have no right to question our decision.
- 6.3 In addition to the foregoing paragraph, we may refuse your application if:
- (a) you do not provide satisfactory proof of identification,

- (b) you do not meet the eligibility criteria for the Service,
- (c) the Service is not available at the location where you wish to acquire the Service, or
- (d) you do not have an appropriate Credit Rating.

## **7. CREDIT RATING**

- 7.1 You agree that as part of the application process, we can check your Credit Rating through a Credit Reporting Agency. We can conduct further credit checks on you while you remain as a subscriber with us. You understand that a credit inquiry could adversely affect your Credit Rating. Subject to any legal requirements under the PDPA to disclose Personal Data to you, we do not have to disclose our credit criteria or the reasons for our decision to you (regardless whether or not it relates to declining your application, providing a restricted Service to you, or otherwise). If you are not satisfied with the information provided by the Credit Reporting Agency, you will need to contact them directly. You are aware and agree that we may report your payment record to any Credit-Reporting Agency at any time.

## **8. PROMOTION**

- 8.1 We may offer you a Promotion from time to time. The terms of each Promotion will either be set out in a specific term for the relevant Service, in advertising material, kiple Website, our Social Media, or any other platform. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of this Consumer Terms, otherwise, the terms and conditions of this Consumer Terms shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Consumer Terms will apply again.

## **9. YOUR ACCOUNT**

- 9.1 **Creation of Account**  
In order to use the Service, you are required you to register an account with us.
- 9.2 **Accuracy of your information**  
You must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Service if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 9.3 **Social Media**

If you are required to log-in using your Social Media account, you permit us to access certain information from your Social Media account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media account.

#### 9.4 Security

You play an important role in safeguarding any transaction made through your mobile device. We recommend you take the following steps. These steps are not exhaustive: -

- (a) enable password on your mobile device;
- (b) avoid using public WIFI networks;
- (c) install applications from sources you trust;
- (d) keep your login credential secure and confidential;
- (e) create a unique password for Account; and
- (f) monitor your Account activity.

You are responsible for all activities that occur under your Account. You must immediately notify us of any unauthorised use of your Account, or breach of security. We will not be liable for any loss of e-Money in your e-Wallet.

#### 9.5 Transaction and Available Balance

- (a) Any transaction and/or communication sent from your Account shall be deemed to have been transacted and/or sent by you irrespective of whether such transaction and/or communications were actually sent by you or not. You shall be personally liable and responsible for the use of your Account including but not limited to all transactions undertaken and/or transacted once the said transaction has been authenticated irrespective of whether the transactions is undertaken and/or transacted by you unless it can be established that such transaction and/or communication was erroneously transacted due to our error.
- (b) You should frequently review your Account to check and verify your Available Balance before using your e-Wallet. You must always ensure that there are sufficient funds in your e-Wallet for each transaction and to cover the total amount transacted on your e-Wallet, including purchases, recurring transactions, cash withdrawals, fees and other charges. If the total amount in your e-Wallet is insufficient, your transaction will be declined.

#### 9.6 Top-Up, Deduction & Auto Top-Up

- (a) Top-Up can only be in Ringgit Malaysia and you can only store e-Money in your e-Wallet up to the e-Wallet Limit only. Once the Account is activated, have performed a Top-Up, you may start using your e-Wallet to make any transaction with a Merchant. Each time you use the e-Wallet to perform a transaction, you authorise us to deduct the e-Money from your e-Wallet.
- (b) If you subscribe to Auto Top-Up, you agree that we are allowed to automatically reload onto your e-Wallet with the Auto Top-Up Value when the stored e-Money value in your e-Wallet falls below the Preset Value.
- (c) We shall not be liable to you in the event of delay in crediting of such e-Money into your e-Wallet where such delay is not attributable to our fault.



- (d) All Top-Ups and Auto Top-Up shall not be considered to have been made until all relevant funds have been received and reflected in your e-Wallet.
- (e) We reserve the right to suspend, revoke and/or block any Top-Up and Auto Top-Up to your e-Wallet if we discover or have been informed by any third parties including the Appropriate Authority to be irregular, suspicious, illegal or unauthorized.

**9.7 Withdrawal**

In the event you terminate the Service, you are entitled to withdraw the stored e-Money and such sum shall be credited to a bank account nominated by you. You are not allowed to transfer the money to an account which does not belong to you. Such request will be declined. We will process withdrawal within 30 days from the date of request and we will charge a withdrawal fee of RM2.00 per request.

**9.8 Transfer of e-Money**

You may transfer e-Money from your e-Wallet to another recipient nominated by you. Please refer to kiplePay App or kiple Website to find out more about this feature.

**9.9 Dormant Account**

If you do not perform any transaction, and/or access your Account for a period of two (2) years, we will consider such Account to be dormant. We will exercise our rights to suspend and/or terminate the Account. We will use our effort to contact you for the purpose of refund. If we are unable to do so, we will lodge such e-Money with the Registrar of Unclaimed Moneys.

**9.10 Death**

Subject to Clause 9.9, in the event of death we will transfer such e-Money to your beneficiary or next-of-kin provided that such request for transfer of e-Money is supported by a letter of probate, letters of administration, and/or cogent documentary evidence.

**9.11 Other User**

You are solely responsible for use of your Account by other users.

## **10. TAXES**

- 10.1 Our Service may be subject to applicable taxes, levies, duties or similar governmental assessments of any nature, including, for example, service, sales, or withholding taxes, assessable by Malaysia tax authority (collectively, "taxes") and, unless expressly noted, our fees are exclusive of applicable taxes.

## **11. YOUR OBLIGATIONS & RESTRICTED ACTIVITIES**

- 11.1 In connection with the use of the Service, Platform, or in the course of interaction with us, Merchant, or third party, you must NOT: -

- (a) breach this Consumer Terms;
- (b) violate the Law;
- (c) infringe our and/or third party intellectual property;

- (d) act in a manner that is defamatory, trade libelous, threatening or harassing;
- (e) use, send or receive what we reasonably believe to be potentially fraudulent funds;
- (f) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- (g) facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorised access to any system, data, information or the Service;
- (h) use any robot, spider, other automatic device, or manual process to monitor or copy our Platform without our prior written permission;
- (i) interfere or disrupt or attempt to interfere with or disrupt our Platform, any other software, systems (including any networks and servers used to provide any of the Service);
- (j) attempt to probe, scan or test the vulnerability of any of our system or network or breach any security or authentication measures; and/or
- (k) circumvent any of our policy or determinations about your Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional account when your Account has been restricted, suspended or otherwise limited; opening new or additional account using information that is not your own, or using someone else's account.

11.2 You MUST: -

- (a) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service,
- (b) be responsible and liable for all usage of and all payment of the fees, charges, taxes and duties for using the Service including but not limited to payment of all fee, charges, taxes and duties any transaction made with a Merchant,
- (c) be fully responsible for any and all data posted from your mobile device whether by you or any other person,
- (d) lodge a report with us immediately upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your Account, mobile device and its use.

**12. TRANSACTION DISPUTE WITH MERCHANT**

12.1 You should always ensure that transaction amount is correct prior to making any payment. By paying, we shall deem that all entries shown in the transaction history are true and accurate unless you are able to prove that the transaction is erroneous.

12.2 All disputes with regard to a transaction should be addressed directly to the Merchant from whom you have transacted with. Once you lodged a complaint with the Merchant, we are committed to dealing with your complaints fairly and resolving issues in accordance with the Merchant-Customer Dispute Process Schedule. We are not responsible and we shall not be liable for any transaction you made with a Merchant.

12.3 The e-Money will only be credited back to your e-Wallet once the dispute has been properly processed, investigated and cleared by the Merchant in accordance with Merchant-Customer Dispute Process Schedule.

### **13. DISPUTE YOU HAVE WITH US**

- 13.1 For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause.
- 13.2 If e-Money is wrongly deducted from your Account, you must give us a notice within sixty (60) days from the date of the wrongful deduction specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed.
- 13.3 You irrevocably agree that in the event you fail to give us any notice in writing disputing the entry found in your Account within sixty (60) days from the date of the transaction date, then you are deemed to have accepted the entry as correct and accurate and such entry shall be binding and conclusive evidence against you of the correctness and accuracy of the entry specified in the Account.
- 13.4 Upon receipt of the written notice, we will use resolve the dispute in accordance with Kiple-Consumer Dispute Resolution Process Schedule. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- 13.5 If our finding shows the deduction or error is caused by us, we will reverse any incorrect amount that have been applied to e-Wallet in accordance with Kiple-Consumer Dispute Resolution Process Schedule.
- 13.6 In the event your Account is suspended or terminated due to breach of the Law, fraudulent, improper and/or illegal use of the Service, you shall not be entitled to obtain any refund or withdraw your e-Money. We shall have the right to retain the e-Money for an indefinite period and/or release it to the Appropriate Authority in accordance with the Law. You shall have no claim against us.
- 13.7 You agree that any cause of action arising out of or related to the access and/or use of the Service or Platform must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred.
- 13.8 If we are not able to resolve your dispute and you are not satisfied with our attempt to resolve the dispute, you may refer your complaint to Bank Negara Malaysia with details below

Bank Negara Malaysia website: <http://www.bnm.gov.my/>

BNMTELELINK  
Jabatan Komunikasi Korporat  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

BNMLINK and BNMTELELINK operating hours are from:  
Monday - Friday, 9.00 a.m. - 5.00 p.m.

#### **14. MERCHANT'S PROPERTY**

- 14.1 The Service may contain certain content, promotion, goods and/or services supplied by a Merchant. It may also contain certain hyperlinks to other websites which are neither maintained nor controlled by us ("Merchant's Property"). Merchant's Property is provided to you as a matter of convenience only.
- 14.2 Any dealings with such Merchant are solely between you and such Merchant. Before you transact with such Merchant, we encourage you to read their terms and conditions carefully including their privacy policy. You must ensure you comply strictly with the terms and conditions of the Merchant and does not erode our rights in any circumstances. In addition to any of other rights, you agree to indemnify, defend and hold us harmless from any losses and threatened losses arising from and in connection with, or based on any allegation of (a) any claim from Merchant resulting from any of your act, omission and/or negligence, or (b) any other claim arising out of or related to your breach of such Merchant's terms and conditions, whether directly or indirectly.

#### **15. INTELLECTUAL PROPERTY**

- 15.1 *kiple*, *kiplePay*, and all logos related to the Service are either our trademarks or registered trademarks. You may not copy, imitate, modify or use them without our prior written consent. All rights, title and interest in and to our Platform, any Content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing belong to us exclusively and/or our licensors. Additionally, other marks which appear in the Service may contain marks of Merchant or third party that are not affiliated with us. We do not own such Merchant's marks or third-party's marks and the use of such marks may be subject to the terms and conditions of such Merchant or third-party.
- 15.2 We grant you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access the Platform and/or use the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service provided by us only. There are no implied licenses under the Consumer Terms and any rights not expressly granted to you hereunder are reserved by us. This license grant applies to the software and all updates, upgrades, new versions and replacement software.

#### **16. CONTENT**

- 16.1 The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way. If we expressly allow you to download a particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only do so provided that you (a) keep intact all copyright and other

proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with us.

- 16.2 We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- 16.3 You further acknowledge and understand that the Content provided in any part of our Platform may contain technical inaccuracies or typographical errors. We also disclaim any liability for any Content or information that may become outdated since the last time that particular piece of information was updated. We can make changes and corrections to any parts to any part of the Content contained in the Platform at any time without prior notice to you.

## **17. USER GENERATED CONTENT**

- 17.1 Save and except as provided for in our Contest terms, we do not claim ownership of the User Generated Content. When you post any User Generated Content you grant us and our Affiliate a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use the User Generated Content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. We will not compensate you for any of the User Generated Content.
- 17.2 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that: -
- (a) use of your User Generated Content will not infringe any intellectual property or publicity rights;
  - (b) you own or otherwise control all of the rights of the User Generated Content;
  - (c) you agree to waive your moral rights and promise not to assert such rights against us;
  - (d) your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
  - (e) your User Generated Content does not infringe the Law; and
  - (f) you shall be solely responsible for your own User Generated Content and the consequences of posting or publishing them;
- 17.3 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's intellectual property. We further reserve the right to remove any User Generated Content without prior notice.
- 17.4 If you believe that your work has been copied and posted in our Platform, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content posted, please contact our Customer Service Support.

- 17.5 You are solely responsible for your interactions with another user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the Consumer Terms.

## **18. DISCLAIMER**

- 18.1 THE SERVICE IS PROVIDED TO YOU ON AN 'AS IS' BASIS, WITH ALL FAULTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, COURSE OF DEALING, COURSE OF TRADE, WITH RESPECT TO THE SERVICE.
- 18.2 WE MAKE NO REPRESENTATION THAT THE DEFECT IN OPERATION OR FUNCTIONALITY OF THE PLATFORM, IF ANY, WILL BE CORRECTED. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES ON CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 18.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR FROM OUR PLATFORM SHALL NOT CREATE ANY WARRANTY STATED IN THE TERMS.
- 18.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 18.5 WE DO NOT CONTROL OVER ANY GOODS AND/OR SERVICES PROVIDED BY A MERCHANT WHO ACCEPT KIPLEPAY AS A PAYMENT METHOD AND WE CANNOT ENSURE THAT THE MERCHANT YOU ARE DEALING WITH WILL ACTUALLY COMPLETE THE TRANSACTION OR IS AUTHORISED TO DO SO.
- 18.6 WE ARE COMMITTED TO ENSURING ALL TRANSACTIONS PERFORMED IS SECURE, SAFE AND CONFIDENTIAL. HOWEVER, OWING TO THE GLOBAL NATURE OF THE INTERNET INFRASTRUCTURE, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF ANY OF OUR PLATFORM (INCLUDING ANY NETWORKS AND SERVERS USED) OPERATED BY US OR ON OUR BEHALF MAY BE INTERFERED WITH NUMEROUS FACTORS OUTSIDE OUR CONTROL. THERE ARE RISKS THAT YOUR ACCOUNT MAY BE HACKED THROUGH YOUR MOBILE DEVICE, E-MONEY MAY BE STOLEN, OR FRAUDULENT TRANSACTIONS MAY TAKE PLACE.
- 18.7 DESPITE TECHNOLOGICALLY ADVANCED PROTECTIONS, MOBILE PAYMENTS AND/OR DATA STORED IN YOUR MOBILE DEVICE AREN'T IMMUNE TO INTRUSION BY HACKERS AND IDENTITY THIEVES. WE WOULD LIKE TO REMIND YOU TO TAKE EXTREME PRECAUTION. IT IS EXTREMELY IMPORTANT THAT YOU NOTIFY US RIGHT AWAY IF YOU LOST YOUR MOBILE DEVICE SO WE CAN SUSPEND YOUR ACCOUNT TO KEEP SOMEONE ELSE FROM USING IT. YOU ARE RESPONSIBLE FOR ALL LOST OR STOLEN DATA, LOST OR STOLEN E-MONEY, AND/OR ANY TRANSACTION MADE WITHOUT YOUR AUTHORISATION.

18.8 WE ARE NOT LIABLE TO YOU AT ALL FOR MATTERS ARISING UNDER THIS CLAUSE 18.

## 19. EXCLUSION OF LIABILITIES

19.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -

- (a) any loss or damage which may arise as a result of any failure by you to protect your password or Account;
- (b) any cessation (permanently or temporarily) in providing any of the Service (or any features within the Service);
- (c) any inability to access the Platform, your Account, the Services, or any part thereof;
- (d) the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Account;
- (e) any prohibition, interruption, suspension, and/or discontinuance of use of any Service or Platform (whether in whole or in parts);
- (f) any transaction made with Merchant;
- (g) any suspension or refusal to accept or process payments which we reasonably believe to be made fraudulently or without proper authorization;
- (h) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Service, or any part thereof;
- (i) any unauthorised access to your Account, Personal Data, data, network or system, howsoever arising, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- (j) the refusal of any Merchant to honour or accept any transaction made via your e-Wallet;
- (k) any issues or disputes with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods and/or services you Transacted with a Merchant;
- (l) disputes or breach of contract relating Merchant's goods and/or services, errors or omissions in such content, privacy and security practices employed by such Merchant;
- (m) any claim for libel, slander, infringement of third party intellectual property;
- (n) any Content, User Generated Content, and/or conduct of any user or other third parties; and/or
- (o) a Force Majeure event.

19.2 Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that the Indemnified Party's total aggregate liability to you shall not exceed Ringgit Malaysia Two Hundred (RM200.00) only. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## 20. YOUR LIABILITY

20.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses including Consequential Loss, as a result of: -

- (a) any transaction or other dealing between you and Merchant;

- (b) any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the Consumer Terms;
- (c) infringement of our intellectual property or third-party intellectual property;
- (d) the use, access and/or transmission of any Content and/or User Generated Content;
- (e) the transmission or publication or communication of any User Generated Content in breach of the Consumer Terms and/or policy;
- (f) any unauthorized access to any of our Service, Platform, our customers' Personal Data, our network or our supplier's network, through hacking, password mining or any other means;
- (g) any fee, fine, penalty or charges levied by Merchant or third party payment provider against us due to any action or inaction by you in respect of a transaction and/or the provision of Service to you;
- (h) misconduct, fraud, dishonesty and/or negligence on your part in respect of any Transaction or use of our Service; and/or
- (i) breach of the Law.

## **21. SUSPENSION**

- 21.1 We reserve the right to suspend, revoke, refuse and/or block, the use of the Service (or any part therefor), the transaction, and/or your Account, at any time, without liability, without notice, if: -
- (a) if you breach any terms and conditions of the Consumer Terms;
  - (b) if we form a reasonable belief that the Account possesses unacceptable high risk to us or to other users;
  - (c) to protect our legitimate interests;
  - (d) there is reasonable suspicion of fraudulent, and/or any illegal activity;
  - (e) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
  - (f) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
  - (g) a Force Majeure event; and/or
  - (h) any other reasons as we deem fit.
- 21.2 The suspension exercised above shall not prevent us from exercising our rights to terminate the Consumer Terms with you and the provision of Service with respect of the same breach and/or reason.

## **22. CLOSING YOUR ACCOUNT**

- 22.1 You may close your Account and terminate your relationship with us at any time but you will remain liable for all obligations related to your Account even after the Account is closed. When you close your Account, we will cancel any scheduled or incomplete transactions. You must withdraw or transfer any Available Balance.



- 22.2 In certain cases, you may not close your Account, including: -
- (a) to evade an investigation;
  - (b) if you have pending transaction or an open dispute or claim;
  - (c) if your Account has a negative balance; and/or
  - (d) if you have an outstanding.
- 22.3 We shall have the absolute discretion to terminate the Agreement with you, a Platform (whether in whole or in part), and/or the Service (whether in whole or in part) at any time, with or without notice, without liability to you, for any reasons whatsoever.
- 22.4 We shall be entitled to terminate the Consumer Terms and the provision of Service immediately upon written notice to you upon an event of Force Majeure that continues for a period of six (6) months or more. During such Force Majeure event, we shall be relieved of its obligations to provide the Service.
- 22.5 Termination of the Service or Consumer Terms shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.
- 22.6 Those clauses which by their nature would survive the termination or expiration of this Agreement shall so survive.

## 23. GENERAL PROVISIONS

- 23.1 Your Communication with us  
You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Platform or Service, or serve us a demand letter, legal process, or other communication relating to that (collectively known as “Formal Notice”), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal  
Kiplepay Sdn Bhd  
The Ascent, Paradigm  
B-23A-3, No 1 Jalan SS7/26A  
47301 Petaling Jaya, Malaysia

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective: -

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, three (3) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender’s facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of your access and/or use of the Services and/or Platform, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

**23.2 No Partnership.**

You and we are independent contractors and the use of our Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

**23.3 When do we waive a right under the Consumer Terms?**

If you breach the terms and conditions of the Consumer Terms and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

**23.4 When can you and we transfer, assign or novate the Consumer Terms?**

You are not allowed to transfer, assign or novate your agreement with us (or any part thereof) to any third -party unless we give you written consent to do so. We may, however, transfer, assign or novate the Service, a Platform and/or the Consumer Terms (or any part thereof) to our Affiliate or any third-party without notice to you. The Consumer Terms shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

**23.5 Severability.**

In the event any provision of the Consumer Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

**23.6 Which laws and courts govern the Consumer Terms?**

The Consumer Terms is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the non-exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

**23.7 Language.**

If the Consumer Terms is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreement, the English version shall prevail.

**23.8 Entire Agreement**

The Consumer Terms and the additional terms and conditions forming part of the Service set out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

Should you have any questions concerning the Consumer Terms, the Service, our Platform, or additional terms and conditions found in the Platform, please contact our Customer Service Support.