

Touch 'n Go Corporate Fleet & Biz XS Terms and Conditions

IMPORTANT:

Please read these Terms and Conditions carefully before signing the Application Form and/or using the Pass. The Passholder's signature and/or use of the Pass shall constitute acceptance of these Terms and Conditions. These Terms and Conditions ONLY apply to the Corporate FleetPass and not to any other TNGSB's products.

1. DEFINITION

In these Terms and Conditions, unless the context otherwise requires or the contrary intention appears, the following words shall have the meaning assigned to it:

<i>Actual Usage</i>	The Passholder's monthly expenses on payment of toll as stated in the Application Form.
<i>Advance Payment</i>	Part of a contractually due sum that is paid or received in advance for goods or services that is going to be rendered by TNGSB.
<i>Agreement</i>	The agreement by the Passholder to be bound by these Terms and Conditions.
<i>Annual Fee</i>	The fee payable for each Pass on annual basis.
<i>Application Form</i>	The application form for the Pass.
<i>Auto Reload</i>	The facility that automatically tops-up the Unutilised Value in the Pass' pre-paid electronic purse when it reaches the pre-specified minimum balance of RM50.00 or any other amount to be determined by TNGSB.
<i>AutoReload Amount</i>	The amount of an Auto Reload transaction shown in the Pass Account.
<i>Business Days</i>	Mondays to Fridays excluding Saturdays, Sundays and public holidays.
<i>Contact Person(s)</i>	The person(s) authorised by the Passholder to liaise with TNGSB.
<i>Disable the Auto Reload</i>	As described in Clause 17.
<i>GST</i>	<i>GST means the Goods and Services Tax. The Goods and Services Tax ("GST") shall only apply upon the enactment of the Goods and Services Tax Act 2014 and upon the implementation date of the said GST law in Malaysia. As described in Clause 12A.</i>
<i>Invalidate the Pass</i>	As described in Clause 19.
<i>Pass</i>	The Touch 'n Go Corporate FleetPass issued to the Passholder.
<i>PassAccount</i>	The Passholder's payment account with TNGSB.

<i>Passholder</i>	The company in whose name the Pass is issued to by TNGSB and includes all persons authorised by that company to use the Pass.
<i>Pass Services</i>	The Pass Usage and the Auto Reload transaction.
<i>Pass Usage</i>	The toll payment transaction(s) generated by using the Pass.
<i>Reload Denomination</i>	The value of RM100.00, RM200.00, RM300.00, RM400.00 or RM500.00 for each reload (as applied by the Fleet Operator in the Application Form) which is uploaded into the Pass upon each Auto Reload transaction.
<i>Replacement Fee</i>	The fee payable for each Pass replaced by TNGSB.
<i>Service Provider</i>	The participating toll service providers authorised by TNGSB to provide Pass Services facility.
<i>Terminate the Pass</i>	As described in Clause 19.
<i>TNGSB</i>	TOUCH 'N GO SDN BHD (Company No : 406400-X) whose head office is at Tower 6, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia.
<i>Unutilised Value</i>	The unutilised monetary value in the Pass at the material time.

2. INTERPRETATION

- 2.1 Whenever these Terms and Conditions refer to a number of days, such number shall refer to calendar days unless Business Days are specified.
- 2.2 Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 2.3 Words of any gender shall include all genders and words using the singular shall include the plural and vice versa.

3. PASSHOLDER INFORMATION

- 3.1 All particulars furnished in the Application Form must be and shall be taken by TNGSB to be true and accurate.
- 3.2 The Passholder shall promptly notify TNGSB in writing of any changes in the particulars submitted in the Application Form from time to time, in particular, the Actual Usage and the Contact Person(s) and his sample signature.

4. CONTACT PERSON(S)

- 4.1 The Contact Person(s) (as required in the Application Form) and their sample signatures shall be delivered to TNGSB together with or forthwith after the submission of the Application Form within thirty (30) days from the submission of Application Form.
- 4.2 All written notices from the Passholder to TNGSB shall be signed by the Contact Person(s) and the Passholder is responsible to ensure that the notices are also signed.
- 4.3 If there is any inconsistency in the signature, TNGSB has the right

to treat the notice as invalid and shall not entertain such notice. TNGSB shall not in any manner be liable to the Passholder for any loss, damage or expenses incurred by the Passholder in consequence thereto.

5. APPLICATION AND ISSUANCE OF PASS

- 5.1 Upon application of the Passholder and subject to acceptance by TNGSB, TNGSB will issue the number of Passes required by the Passholder.
- 5.2 Each Pass will have an initial preloaded amount of RM100.00, the Passholder's name, Pass number, the vehicle registration number and the month of issuance of the Pass and at the Passholder's option, the driver's name.

TNGSB reserves all rights to reject any application for the Pass without assigning any reason whatsoever to the Passholder.

6. APPLICATION AND ISSUANCE OF ADDITIONAL PASS

- 6.1 The Passholder may apply for additional number of Passes subject to the increase of the Advance Payment and other terms and conditions as TNGSB may in its absolute discretion impose by providing a reasonable notice in writing or through advertisement to Passholder.
- 6.2 TNGSB reserves all rights to reject any application for an additional Pass and for the issuance of the additional Pass without assigning any reason whatsoever to the Passholder.

7. ADVANCE PAYMENT

- 7.1 The amount of the Advance Payment shall be defined by TNGSB based on the average usage and denomination value. Credit limit shall be equivalent to the Advance Payment.
- 7.2 The Advance Payment shall be paid by the Passholder upon TNGSB's approval of the Passholder's application and within the time prescribed by TNGSB.
- 7.3 TNGSB reserves the right to instruct the Passholder to increase the amount of the Advance Payment as and when TNGSB deems that the amount is insufficient to secure the Passholder's use of the Pass by providing notice through advertisement or in writing to Passholder.
- 7.4 Payment for the increased amount of the Advance Payment shall be made to TNGSB within fourteen (14) days from the date of the written notice by TNGSB.
- 7.5 If the Passholder defaults in paying the increased amount of the Advance Payment as required under Clause 7.4, TNGSB shall by informing the Passholder expressly to:
 - Disable the Auto Reload of all Passes;
 - Invalidate the Passes; and/or
 - Terminate the Passes.
- 7.6 Upon TNGSB's receipt of such payment, the Passholder's advance payment value will be accordingly increased but in the amount as may be determined by TNGSB.

8. ANNUAL FEE

- 8.1 The Annual Fee shall be **RM30.00** per year for each Pass issued by TNGSB.
- 8.2 The correct amount of the initial Annual Fee shall be remitted to TNGSB together with the Application Form, failing which the application may be rejected by TNGSB.

- 8.3 TNGSB reserves the right to review the amount of the Annual Fee as it deems fit and the Passholder shall only be bound by the revised Annual Fee upon renewal of the Pass.

- 8.4 All Annual Fees paid to TNGSB (or any part thereof) are not refundable.

9. RENEWAL OF THE PASS

- 9.1 Within thirty (30) days from each anniversary of the date of issuance of the Pass, TNGSB shall invoice the Passholder for the Annual Fee for renewal of the Pass.
- 9.2 Payment for the Annual Fee for renewal of the Pass must be made by the Passholder within thirty (30) days from the date of invoice.
- 9.3 The Pass will be automatically renewed by TNGSB upon receipt of payment of the Annual Fee. The renewal period takes effect from the anniversary date of the issuance of the Pass.
- 9.4 If the Passholder defaults in paying the Annual Fee for renewal of the Pass as required under Clause 9.2, TNGSB has the right without informing the Passholder to:
 - Disable the Auto Reload of the particular Pass;
 - Invalidate the Pass; and/or
 - Terminate the Pass.

10. DELIVERY OF PASS

Delivery of the Pass shall be by courier service, registered post or by any other means as may be determined by TNGSB at the sole risk of the Passholder and TNGSB shall not be responsible or be held accountable to the Passholder for any loss or delay in the delivery of the Pass.

11. CONDITION OF USE

- 11.1 The Pass is only for use by the Passholder and its authorised personnel or agent and the Passholder shall be solely responsible for the use of the Pass.
- 11.2 The Passholder shall use the Pass in accordance with the procedures and instructions from time to time prescribed by TNGSB and the Service Provider.
- 11.3 TNGSB shall honour the Pass Usage and the Auto Reload transaction provided that the Pass is valid when presented at the Service Provider.
- 11.4 TNGSB will not be liable for any act or omission by any of the Service Providers, including for their refusal to accept the Pass, or for any defect or deficiency in any services obtained when using the Pass and no claim against the Service Provider shall entitle the Passholder any set-off or counterclaim against TNGSB.
- 11.5 The Passholder shall not sell, damage or tamper with the Pass or do any act which may prohibit the use of the Pass.
- 11.6 The Passholder shall use and shall procure that the use of the Pass is in accordance with these Terms and Conditions and all relevant laws.
- 11.7 If the Passholder breached any of these Terms and Conditions, TNGSB has the right without informing the Passholder to:

- Disable the Auto Reload of all Passes;
- Invalidate the Passes; and/or
- Terminate the Passes.

12. AUTO RELOAD

12.1 The Pass shall be automatically reloaded with the Reload Denomination if, at the time of the Pass Usage, the Unutilised Value in the Pass falls at or below **RM50.00** threshold or any other amount as may be prescribed by TNGSB.

12.2 All Auto Reload transactions will be recorded by TNGSB in the Passholder's Pass Account for purposes of record and issuance of invoice.

12.3 Auto Reload transaction is allowed only once in twenty four (24) hours.

12A. GST

12A.1 Unless expressly stated otherwise, all fees or other sums payable or any other consideration provided, or to be provided, under or in connection with this Agreement, are GST exclusive.

12A.2 The price herein stated are subject to **zero-rated (0%) of Goods and Services Tax (GST)**.

12A.3 The GST will be zero-rated effective on 1 June 2018 as announced by Ministry of Finance.

13. E-IMUS (ONLINE WEB-BASED ITEMISED STATEMENT)

13.1 E-IMUS shall show the details of all Pass Usage and Auto Reload transactions in the Passholder's Pass Account online via the Internet at www.touchngo.com.my. The terms and conditions of access and the website disclaimer therein apply.

13.2 The password/User ID to access the E-IMUS will be advised upon TNGSB's approval of the Passholder's application.

13.3 All information shall be uploaded within **seventy two (72) hours** from the actual time of occurrence of the Pass Usage and Auto Reload transaction and shall be made available for a period of **three (3) months** from the date of upload, after which the information will be removed from the E-IMUS.

13.4 All such information is deemed to be true and accurate as per the actual use of the Pass recorded in TNGSB's database system.

14. DAMAGE, UNAUTHORISED USE, LOSS AND THEFT OF PASS

14.1 The Passholder shall exercise and use all reasonable precautions to prevent the damage, unauthorised use (which includes fraud), loss and theft of the Pass and TNGSB shall not be responsible to the Passholder for any of the foregoing.

14.2 In the event of damage, unauthorised use, loss and theft of the Pass (hereinafter called the "tampered Pass"), the Passholder shall promptly notify TNGSB in writing followed by a telephone call to confirm that TNGSB received the notification, at the following address and enclosing the following details:

Customer Service Department
Touch 'n Go Sdn Bhd
Tower 6, Avenue 5
Bangsar South,
No. 8, Jalan Kerinchi,
59200 Kuala Lumpur.
Careline: 03-2714 8888
Fax: 03-2714 8889
E-mail: careline@touchngo.com.my

Required details:
 Passholder's name
 Pass number
 Vehicle registration number
 Driver's name (If available)

14.3 If there are any complaints or inquiries and there is no feedback

given by TNGSB, You can contact the following bodies:

Bank Negara Malaysia
 Laman Informasi Nasihat dan Khidmat (LINK)
 Ground Floor, D Block,
 Jalan Dato' Onn, 50480 Kuala Lumpur

Contact Centre
 (BNMTELELINK) Tel: 1-300-88-5465
 (Foreign: 603-2174-1717)
 Fax: 603-2714-1515
 Email: bnmteblink@bnm.gov.my

Ombudsman for Financial Services (664393P) (Formerly known as Financial Mediation Bureau)
 14th Floor, Main Block
 Menara Takaful Malaysia
 No. 4, Jalan Sultan Sulaiman
 50000 Kuala Lumpur
 Tel: 603 - 2272 2811
 Fax: 603 - 2272 1577

14.4 To prevent further use of the tampered Pass, TNGSB shall within **twenty four (24) hours** after its actual receipt of the said written notification:

- Invalidate the Pass reported to for unauthorized use, lost or stolen
- Terminate the Pass reported to be damaged

14.5 The Passholder shall be responsible for the use of the tampered Pass prior to and within twenty four (24) hours from TNGSB's actual receipt of the said written notification.

14.6 TNGSB shall be responsible for the use of the tampered Pass after the expiry of the twenty four (24) hours from TNGSB's actual receipt of the said written notification.

15. INVOICE AND PAYMENT OF AUTO RELOAD AMOUNT

15.1 TNGSB shall invoice the Passholder for the Auto Reload Amount in the following manner:

- **Scheduled invoice** – once a month at the dates of which may differ from time to time; and
- **Ad-hoc invoice** – any number of time and at any date, as and when TNGSB deems that the Advance Payment is insufficient to secure the amount generated by the Auto Reload transaction.

15.2 Invoice will be sent via electronic mail based on the registered e-mail address on the Application Form. Fleetpass customers are responsible to notify TNGSB any changes on e-mail address immediately. Request for hardcopy of invoice will be subjected to **RM 5.00** per invoice.

15.3 TNGSB has the right to invoice any particular Auto Reload Amount of any Auto Reload transaction of any month in any subsequent month, as TNGSB deems necessary.

15.4 The Passholder shall ensure that the payment for the Auto Reload Amount is fully received and credited to TNGSB within the due date stated in the invoice provided that the Auto Reload Amount does not exceed 80% or the Advance Payment.

15.5 If the Passholder defaults in paying the Auto Reload Amount as required under Clause 15.4, TNGSB shall by informing the Passholder expressly:

- Disable the Auto Reload of all Passes;
- Invalidate the Passes; and/or
- Terminate the Passes.

15.6 TNGSB has the right to Disable the Auto Reload of all Passes if at any time the Auto Reload Amount reaches 80% (or any other percentage to be determined by TNGSB) of the Advance Payment.

15.7 TNGSB's invoice shall be taken as true and final.

16. DISPUTE RESOLUTION

- 16.1 Any dispute shall be referred to. TNGSB shall provide the Passholder with a written final decision of TNGSB within thirty (30) Business Days of the receipt of Passholder's complaint.
- 16.2 Any dispute which fails to be resolved between TNGSB and the Passholder shall then be referred as to a mediator mutually nominated by the parties.
- 16.3 All disputes which fail to be resolved within sixty (60) Business Days after undergoing mediation shall then be referred to a committee comprising of equal number of member appointed by the Board of Directors of the respective parties to resolve the ongoing disputes within sixty (60) Business Days thereafter.
- 16.4 Any dispute or differences between TNGSB and the Passholder over any matter hereunder which cannot be settled amicably between the parties through mediation and the committee appointed in accordance with Clause 1.3 shall be referred to arbitration (in accordance with the Arbitration Act 2005) by a single arbitrator to be appointed by the Director of the Kuala Lumpur Regional Centre of Arbitration ("KLRC")

17. AUTO RELOAD DISABLED

- 17.1 The term "Auto Reload Disabled" means the Pass is barred from performing Auto Reload transaction (hereinafter called the "disabled Pass"). The disabled Pass may still be used for Pass Usage until the Unutilised Value is fully utilised.
- 17.2 The procedure to retract the bar on the disabled Pass is:
- the Passholder must first rectify its default which caused the Pass being disabled
 - thereafter give written notification to TNGSB of the Passholder's intention to retract the bar on the disabled Pass
- 17.3 The retraction may further subject to payment of all outstanding amounts to TNGSB and/or upon making good to TNGSB's satisfaction of any of these Terms and Conditions breached and due compliance with other procedures as may be specified by TNGSB.

18. INVALIDATE THE PASS

- 18.1 The term "Invalidate the Pass" means the Pass is blacklisted and is barred from performing both the Auto Reload transaction and Pass Usage (hereinafter called the "invalidated Pass").
- 18.2 The procedure to reactivate the invalidated Pass is as set out in Clause 20.

19. TERMINATE THE PASS

- 19.1 The term "Terminate the Pass" means the Pass is completely and permanently barred from performing both the Auto Reload transaction and Pass Usage (hereinafter called the "terminated Pass").
- 19.2 The terminated Pass can be replaced with a new Pass in the manner set out in Clause 21.

20. PASS REACTIVATION

- 20.1 Subject to TNGSB's approval, the Passholder may apply to reactivate any Pass which has been reported to TNGSB for unauthorised use or invalidated by TNGSB for any reason.
- 20.2 The procedure to reactivate an invalidated Pass is:
- the Passholder must first rectify its default which caused the Pass being invalidated
 - thereafter give written notification to TNGSB of the Passholder's intention to reactivate the invalidated Pass

20.3 The reactivation may further subject to payment of all outstanding amounts to TNGSB and/or upon making good to TNGSB's satisfaction of any of these Terms and Conditions breached and due compliance with other procedures as may be specified by TNGSB.

20.4 Upon clearance of Clause 20.3, the Passholder shall proceed to reactivate the Pass after forty eight (48) hours at designated location specified by TNGSB.

21. PASS REPLACEMENT

- 21.1 Subject to TNGSB's approval, the Passholder may apply to replace any Pass which has been reported to TNGSB to be damaged, lost or stolen or terminated by TNGSB for any reason.
- 21.2 Unless any changes to the details is advised to TNGSB in the Passholder's application for replacement, the new Pass shall have the similar details as in the previous Pass (i.e.: Passholder's name, Pass number, the vehicle registration number and the month of issuance of the previous Pass and at the Passholder's option, the driver's name).
- 21.3 TNGSB shall transfer the Unutilised Value in the previous Pass (if any) into the new Pass.
- 21.4 The Annual Fee paid for the previous Pass shall continue in the new Pass.
- 21.5 The Replacement Fee of **RM30.00** shall be charged for each Pass replaced by TNGSB.
- 21.6 Payment for the Replacement Fee must be paid by the Passholder together with the application for replacement of a Pass.
- 21.7 The reactivation may further subject to payment of all outstanding amounts to TNGSB and/or upon making good to TNGSB's satisfaction of any of these Terms and Conditions breached and due compliance with other procedures as may be specified by TNGSB.

22. LIABILITY AND INDEMNITY

- 22.1 TNGSB shall not in any circumstances be liable for loss or damage suffered by the Passholder in connection with the use of the Pass.
- 22.2 TNGSB shall not in any circumstances be liable for any incidental or consequential loss or damage, which may arise in respect of the Passholder's use of the Pass in respect of property, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 22.3 Unless otherwise specified in these Terms and Conditions, the Passholder shall save harmless and indemnify TNGSB in respect of all claims by any third party (including the Service Provider), costs and expenses (including legal expenses) incurred by TNGSB arising directly or indirectly from the use, damage, unauthorised use, loss or theft of the Pass or from the Passholder's breach of any of these Terms and Conditions.

23. TERMINATION

- 23.1 This Agreement may be terminated by the Passholder by giving a one (1) month written notice followed by surrendering all Passes directly and ONLY to TNGSB's Head Office on or before the expiry of the said one (1) month. The termination shall only take effect upon TNGSB's actual receipt of the said notice and all the Passes. The Passholder is liable for all Pass Usage and Auto Reload transactions effected prior TNGSB's actual receipt of all the Passes.

23.2 TNGSB may at any time and without notice terminate this Agreement upon the happening of the following events:

- (i) if the Passholder fails to remit any payment to TNGSB, which includes but not limited to payment of increase of Advance Payment under Clause 7, Annual Fee for renewal under Clause 9, Replacement Fee under Clauses 21 and any other payment specified to be paid under these Terms and Conditions;
- (ii) if the Passholder exceeds its advance payment, whether or not the increase of the Advance Payment is instructed by TNGSB;
- (iii) if the Passholder breaches any of these Terms and Conditions;
- (iv) if the Passholder enters or passes a resolution or an order is made for its winding up (except for the purposes of reconstruction, amalgamation not involving the realisation of assets) or ceases or threatens to cease to carry on business or goes into liquidation whether compulsorily or voluntarily or suffers its goods to be taken in execution or becomes insolvent or compounds or makes arrangements with its creditors or becomes subject of administration order or if a receiver and/or manager is appointed over any of its properties, assets or undertakings or any part thereof or if there is a change in its major shareholder or is subjected to anything analogous of the foregoing under the law of any jurisdiction;
- (v) if TNGSB is of the view that the financial position of the Passholder is or has become unsound and the Passholder's ability to fulfil these Terms and Conditions has become impaired;
- (vi) if it is in TNGSB's opinion that the Services are or may be used for a fraudulent, illegal or unlawful purpose including but not limited to breaches of legislation, regulation and/or guidelines under the Financial Services Act 2013 and/or Anti-Money Laundering and Anti-Terrorism Financing Act 2001; or
- (vii) by the Parties mutual agreement pursuant to Clause 27.

In the event the Pass Services had been ceased, terminated or suspended by TNGSB in accordance with Clause 23.2 above, it shall be lawful for TNGSB to retain any and all reload monies for an indefinite period of time in accordance with applicable legislation, regulation and/or guidelines; and consequently you shall not be entitled to obtain any refund whatsoever on the card balances or any part thereof; and you shall not be entitled to claim any form of compensation for any loss arising therefrom.

24. CONSEQUENCES OF TERMINATION

24.1 On the date of termination of this Agreement, the outstanding balance in the Pass Account shall forthwith become due and payable by the Passholder whether or not invoiced by TNGSB.

24.2 Within thirty (30) days from the date of termination, the Unutilised Value in the Pass and the Advance Payment shall be refunded to the Passholder after deducting all outstanding amounts and processing fee to be prescribed by TNGSB.

24.3 Upon deduction of charges and interest, if any, the Unutilised Value in the Pass and the Advance Payment shall be refunded to the Passholder within thirty (30) days from the date of request by

the Passholder and thereafter the Passholder shall have no further claim against TNGSB.

24.4 The termination of this Agreement shall not affect the rights and liabilities of either party against the other in respect of antecedent breaches of these Terms and Conditions.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the entire agreement between the Parties. TNGSB reserves the right to amend these Terms and Conditions at any time and will notify the Passholder of any amendment and the effective date thereto by way of mail, display at TNGSB's or the Service Provider's premises, advertisement in the media and/or in any other manner as TNGSB deems necessary.

26. SET-OFF

TNGSB shall have the right to set-off any outstanding payment to TNGSB against any sum or monies due to the Passholder from TNGSB.

27. FORCE MAJEURE

27.1 None of the Parties shall be in breach of its obligations under these Terms and Conditions if it is unable to perform those obligations or any part of them as a result of the occurrence of an event not within the control of that Party, which that Party is unable to prevent, avoid or remove (an "Event of Force Majeure") of which it has notified the other Party.

27.2 Notice of any Event of Force Majeure and any abatement thereof shall be given to the other Party within fourteen (14) calendar days of its occurrence.

27.3 If any obligation of a Party is delayed by reason of an Event of Force Majeure then the period for carrying of such obligation shall be extended to such a date as the Parties may mutually agree in writing.

27.4 If the Event of Force Majeure prevails for a continuous period in excess of six (6) months, the Parties shall enter into a bona fide discussion with a view to alleviating its effect, or to agreeing upon such alternative arrangements as may be fair and reasonable, including but not limited to termination of this Agreement.

28. DISCLOSURE OF INFORMATION

28.1 TNGSB shall maintain Your personal details as private and confidential unless such information is necessary to be disclosed if required so for the purpose of provisions of Services to You TNGSB shall not disclose Your information to any third parties for purposes other than for the purpose of providing Services to You unless You expressly consent to it.

28.2 Notwithstanding Clause 28.1, TNGSB may use and/or disclose the information to:-

- (i) regulatory bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime and/or fraud;
- (ii) any party involved in or related to a legal proceeding for purposes in connection with the Services;
- (iii) in order to comply with any legal obligations to which TNGSB is subject to.

28A. PERSONAL DATA PROTECTION

28A.1 The Passholder acknowledges that they are aware and give their consent to TNGSB that the information collected by TNGSB from the Passholder ("Personal Data") will be used and/or disclosed in accordance to TNGSB's Privacy Notice as posted on TNGSB's website at www.touchngo.com.my and the Personal Data Protection Act 2010.28A.2

28A.2 Where Passholder voluntarily provide their personal data for a known purpose or where information is generally available and can be obtained by reasonably expected means at a location or an event that is open to public, it shall be deemed as an implied consent and such implied consent shall be deemed as a valid consent.

28B. SECRECY

28B.1 TNGSB acknowledge that the document or information collected by TNGSB from You relating to Your affair or account as a customer of TNGSB will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013(FSA).

29. RECONSTRUCTION

The liabilities and/or obligations created in these Terms and Conditions unless rightfully terminated by a Party shall continue and be valid and binding for all purposes notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of any of the parties herein.

30. NO ASSIGNMENT

The rights and obligations arising hereunder shall not be assigned by the Passholder without the prior written consent of TNGSB.

31. NOTICES

Any notice required to be given by one party hereto to the other party hereto shall be sufficiently given if forwarded by hand or prepaid registered post or facsimile to the other party's address (as stated in the Application Form and may be advised by one party to another from time to time) and shall be deemed to be duly served: -

- (i) if delivered by hand, on delivery and acknowledged receipt thereof; or
- (ii) if it is sent by prepaid registered post, within five (5) days after posting; or
- (iii) if it is sent by facsimile, immediately after transmission thereof confirmed by a transmission report stating the correct facsimile number and the number of pages sent and that such transmission is "OK" and if the date of transmission is not a Business Day, then, the notice by facsimile shall be deemed to be served on the following Business Day;

PROVIDED that any notice by the Passholder to TNGSB shall be signed by the Contact Person(s), as required under Clause 4.2.

31A. TERM

31A.1 TNGSB reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend these Terms and Conditions or any part thereof including without limitation the Services. TNGSB shall furnish You with the notice on the

variation, addition or otherwise amendment to the Terms and Conditions either in writing, via electronic means, displayed at our business premises, announced on our official website or published in national daily newspapers in the main language no less than twenty one (21) days prior to the effective date of the said variation, addition or amendment to the Terms and Conditions, as the case may be. Your continued use of the Services after the effective date of any variation, addition or amendments to the Terms and Conditions shall constitute unconditional acceptance of such variations, additions or amendments by you and you will be bound by the same. If you do not accept such variation, addition or amendment, you shall be entitled to terminate the use of the Services. TNGSB shall not be liable for any loss or inconvenience to you resulting there from.

31A.2 The fees and charges imposed by TNGSB pursuant to the Terms and Conditions may change from time to time. TNGSB shall notify Cardholders of any changes to the fees and charges imposed by TNGSB giving no less than twenty one (21) days prior to the effective date of the said changes to the fees and charges.

32. WAIVER

Any failure to exercise and a delay in exercising any right, power of privilege under these Terms and Conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof.

33. SEVERABILITY

If any provision in these Terms and Conditions shall be invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of these Terms and Conditions and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been inserted herein.

34. TIME OF ESSENCE

Time wherever mentioned shall be deemed to be and treated as the essence of these Terms and Conditions.

35. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia.

36. SUCCESSORS BOUND

These Terms and Conditions shall be binding upon the parties' permitted assigns and successors-in-title.

37. ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understood all clauses stated in the Terms and Conditions. I hereby agree to abide to Terms & Conditions stipulated in the Touch 'n Go Corporate Fleet & Biz XS Terms & Condition.

38. LANGUAGE

The Terms and Conditions of this Agreement are also available in Bahasa Malaysia. In the event of inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of this Terms and Conditions, the version which you had read and agreed to shall prevail.