



Terms and Conditions for TNG RFID

1. Definitions

- 1.1. **“Class 1 Vehicle”** means a vehicle with 2 axles or 3 or 4-wheels excluding taxi;
- 1.2. **“Fitment Centre”** means TNGSB appointed and authorised centres for fitment services of the TNG RFID Tag;
- 1.3. **“TNGSB Website”** means TNGSB’s corporate website which can be accessed at <http://www.touchngo.com.my>;
- 1.4. **“Partner Retailer”** means a merchant, a seller or an organization authorised by TNGSB for the sale of TNG RFID Tag;
- 1.5. **“Personal Data”** means any information relating to an identifiable person who can be directly or indirectly identified by the information collected by TNGSB or the Partner Retailer from You;
- 1.6. **“RFID Fuelling Services”** means fuelling services rendered by the participating RFID enabled petrol stations Service Provider where TNG RFID Tag can be used to obtain the fuelling services;
- 1.7. **“RFID Services”** means services that are facilitated and rendered by TNGSB and/or the Service Provider(s) through the use of the TNG RFID Tag including but not limited to RFID Fuelling Services, toll, parking and such other services as determined by TNGSB from time-to-time;
- 1.8. **“Terms and Conditions”** means these terms and conditions, policies and procedures as may be varied or modified from time to time at TNGSB’s sole discretion;
- 1.9. **“Self-Fitment”** means the installation of the TNG RFID Tag onto Your registered Class 1 Vehicle’s headlamp or windscreen by Yourself (do-it-yourself, DIY);
- 1.10. **“Service Provider”** means the merchant, seller or organization, which has agreed to accept payments through the use of the TNG RFID Tag for goods and/or services sold and/or provided;
- 1.11. **“TNG Digital”** means TNG Digital Sdn Bhd (Registration No.: 201701042478 (1256651-M)), an associate company of TNGSB;
- 1.12. **“Touch ‘n Go eWallet”** means an electronic wallet offered by TNG Digital that store digital money via its e-wallet application through Your smart phone in accordance with the Touch ‘n Go eWallet Terms and Conditions;
- 1.13. **“Touch ‘n Go eWallet Account”** means the mobile payment account created when You register for Touch ‘n Go eWallet which store digital money made available at Your smart phone and use to pay charges to Us or the Service Provider(s) for the use of the RFID Services through TNG RFID Tag;
- 1.14. **“Touch ‘n Go eWallet T&Cs”** means the terms and conditions, policies and procedures, which relates to Your use of the Touch ‘n Go eWallet, as may be varied or modified from time to time at TNG Digital’s sole discretion which can be found at [Touch ‘n Go eWallet Terms and Conditions](#);
- 1.15. **“TNG RFID Portal Account”** means the account You created when registering in TNG RFID Portal;
- 1.16. **“TNG RFID Portal”** means TNGSB’s portal which can be found at <https://rfid.touchngo.com.my/>;
- 1.17. **“TNG RFID Tag”** means the Radio Frequency Identification sticker issued by TNGSB or the Partner Retailer that allow You to use the RFID Services and payment for such RFID Services will be deducted from Your Touch ‘n Go eWallet Account or any other method of payment, as may be made available from time to time;
- 1.18. **“TNG RFID Transaction”** means an electronic transaction generated using the TNG RFID Tag at any of the Service Providers;



- 1.19. **"TNGSB"** or **"Us"** or **"We"** or **"Our"** means Touch 'n Go Sdn Bhd (Company No.: 199601034048 (406400-X)), a company incorporated in Malaysia and having its registered address at Tower 6, Avenue 5, No. 8, Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur;
- 1.20. **"You"** or **"Your"** means you as the person to whom the TNG RFID Tag has been registered to for the purpose of using the RFID Services through the TNG RFID Tag in accordance with these Terms and Conditions.

2. GENERAL TERMS

- 2.1. These Terms and Conditions shall govern Your use of the TNG RFID Tag only.
- 2.2. The Services are provided on an "as is" and "as available" basis and that use of the RFID Services is at Your own risk. TNGSB specifically disclaims all warranties of any kind including but not limited to availability, accessibility, and uninterrupted use of the RFID Services.
- 2.3. TNGSB reserves the right at its absolute discretion, from time to time, to amend these Terms and Conditions or any part thereof.
- 2.4. TNGSB shall furnish You with the notice on the amendment to these Terms and Conditions which shall be published on TNGSB Website and/or in national daily newspapers and/or via any electronic means, as the case may be, no less than twenty-one (21) days prior to the effective date of the said amendments to the Terms and Conditions.
- 2.5. Your continued use of the RFID Services after the effective date of the amendments to the Terms and Conditions shall constitute unconditional acceptance of such amendments by You. If You do not accept such amendments, You are entitled to terminate Your use of the RFID Services. TNGSB shall not be liable to You for any claims, losses, damages, expenses or costs in whatsoever manner resulting therefrom.

3. REGISTRATION REQUIREMENT

- 3.1. For registration purposes of Your TNG RFID Tag, You are required to comply with the following requirement:-
 - a) to provide identification documents (NRIC / driving license / passport);
 - b) a valid email address and a valid phone number;
 - c) a Class 1 Vehicle legally registered with and in compliance with the regulatory requirements of the Road Transport Department Malaysia; and
 - d) a payment method account registered with Touch 'n Go eWallet Account.

4. TNG RFID TAG CHARGES

- 4.1. You may purchase Your TNG RFID Tag by paying the charges as published at the TNGSB Website and/or at any other TNGSB's official communication channels as follows:
 - a) Our Fitment Centre as listed at <https://rfid.touchngo.com.my/fitment-centres>;
 - b) Your Touch 'n Go eWallet Account;
 - c) TNG RFID Portal at <https://rfid.touchngo.com.my/buy-rfid-tag>; or
 - d) Our Partner Retailer as listed at <https://rfid.touchngo.com.my/buy-rfid-tag>.
- 4.2. We may vary the charges of the TNG RFID Tag from time to time and the updated charges will be made available at the TNGSB Website and/or at any other TNGSB's official communication channels.

5. REGISTRATION, FITMENT & ACTIVATION

5.1. PURCHASE AT FITMENT CENTRE



- a) You can purchase Your TNG RFID Tag, get it fitted and registered at any of Our Fitment Centre by walk-in to any of the Fitment Centre.
- b) You must ensure that all the information given during the registration process are complete, up-to-date and accurate. If the information is not up-to-date, incomplete and/or inaccurate, We reserve the right not to activate Your TNG RFID Tag. Once You have made payment for the TNG RFID Tag via Touch 'n Go eWallet or any other method of payment, as made available from time to time, You will be issued with a TNG RFID Tag and the agent at the Fitment Centre will get it fitted on Your registered Class 1 Vehicle.
- c) The TNG RFID Tag is allowed to be fitted on a non-coated and non-filmed headlamp or windscreen only. You must inform Our agent at the Fitment Centre if Your Class 1 Vehicle's headlamp or windscreen is tinted or coated with film. Our agent at the Fitment Centre will conduct the fitment of the TNG RFID Tag onto Your registered Class 1 Vehicle at the designated spot as determined by our agent and receipt will only be issued upon request.
- d) Once fitted and subject to You providing complete, up to date and accurate information, Your TNG RFID Tag will be activated within 24 hours and We will notify You via Your Touch 'n Go eWallet Account to confirm the activation.
- e) Any cancellation for the purchase of Your TNG RFID Tag at any of Our Fitment Centre shall be made prior to the fitment of the TNG RFID Tag. We will refund the amount paid for the TNG RFID Tag to Your Touch 'n Go eWallet Account and/or any other payment method used by You during the purchase of Your TNG RFID Tag. If cancellation is made after the TNG RFID Tag has been fitted onto Your registered Class 1 Vehicle, no refund will be made.

5.2. PURCHASE VIA TOUCH 'N GO EWALLET

- a) You may purchase the TNG RFID Tag via Your Touch 'n Go eWallet Account upon registration. For purchases via eWallet Account, You will need to conduct Self-Fitment and self-activation of Your TNG RFID Tag in accordance with Clause 5.5 of these Terms and Conditions. Such purchase of the TNG RFID Tag is subject to the terms and conditions of sale available in Touch 'n Go eWallet by TNG Digital.

5.3. PURCHASE VIA TNG RFID Portal

a) Order and Payment

- i) You may purchase Your TNG RFID Tag via TNG RFID Portal by creating Your TNG RFID Portal Account at <https://rfid.touchngo.com.my/register> and following the online shopping process.
- ii) Payment of the TNG RFID Tag ordered through the TNG RFID Portal can be made via a valid credit or debit cards (Visa / Mastercard) or any other payment method that may be accepted from time to time.
- iii) Payment by credit or debit cards will be subjected to validation checks and authorisation by card issuer. If the payment cannot be processed, Your order will be rejected and We will not be liable for any non-delivery of the TNG RFID Tag.
- iv) When You place an order, You need to ensure that all the details keyed in by You are complete, up to date and accurate. Please note that no changes and no cancellation can be made once You have paid for Your order.
- v) An order confirmation will be sent to Your email address as an acknowledgment. Your order is only considered accepted by Us upon delivery.
- vi) Should any exceptional circumstances arise where We think it is necessary for Us to cancel and/or suspend Your order, We reserve the right to do so at any time, at Our discretion and without incurring any liabilities whatsoever on Us. If We cancel Your



order which You have made payment, the payment amount will be refunded in the original form of payment.

b) Shipping and Delivery

- i) We shall deliver the TNG RFID Tag ordered by You to the delivery address as specified by You within seven (7) working days from the date of payment. We shall not be responsible for any lost during delivery caused by inaccuracy or incompleteness of details provided by You.
- ii) Upon delivery of the TNG RFID Tag, You may be required to sign an acceptance of order. If the packaging of the TNG RFID Tag delivered to You is significantly damaged, You should not accept the delivery by putting a remark on the acceptance form as "Damaged". We will then deliver to You a new TNG RFID Tag in exchange.
- iii) You will need to conduct Self-Fitment and self-activation of Your TNG RFID Tag in accordance with Clause 5.5 of these Terms and Conditions.

c) Return and Exchange Policy

- i) No return / exchange for any TNG RFID Tag purchased via TNG RFID Portal once You have accepted the delivery of Your order.

d) Force Majeure

- i) We shall not be liable for non-performance, interruption or delay in the delivery of your TNG RFID Tag order due to, in whole or in part, directly or indirectly to an event or failure which is beyond Our reasonable control.

5.4. PURCHASE FROM PARTNER RETAILERS

- a) If You would like to purchase Your TNG RFID Tag with any of our authorised Partner Retailer(s), You will need to conduct Self-Fitment and self-activation for Your TNG RFID Tag in accordance to clause 5.5 and You are required to perform an online registration at the following channels:
 - i) Your Touch 'n Go eWallet Account; or
 - ii) TNG RFID Portal at <https://rfid.touchngo.com.my/register>.
- b) Any delivery, cancellation and/or refund for the purchase of Your TNG RFID Tag with any of our authorised Partner Retailer(s) is subject to the policies and/or terms and conditions imposed by the relevant Partner Retailer in relation to the sale of relevant products and/or services. If no such terms and conditions exist, then these Terms and Conditions shall be applicable.

5.5. SELF-FITMENT AND SELF ACTIVATION

- a) If You have purchased Your TNG RFID Tag via Touch 'n Go eWallet, TNG RFID Portal and/or at any of Our Partner Retailer(s), You are required to conduct Self-Fitment and self-activation of Your TNG RFID Tag strictly in accordance with the guidelines issued by TNGSB from time to time.
- b) You may refer to Your Touch 'n Go eWallet Account, TNG RFID Portal and/or any other official communication channels for the guidelines and step by step process of Self-Fitment and self-activation of Your TNG RFID Tag.
- c) Your TNG RFID Tag can only be fitted onto a non-coated and non-filmed headlamp or outside of the windscreen of Your registered Class 1 Vehicle which You have provided the details during the registration process in Your Touch 'n Go eWallet Account and/or TNG RFID Portal.



- d) You must ensure that all the information given during the registration process are complete, up-to-date and accurate. If the information is incomplete and/or inaccurate, We reserve the right not to activate Your TNG RFID Tag.
- e) Once You have performed Self-Fitment and self-activation of Your TNG RFID Tag and subject to You providing complete and accurate information during the registration process, Your TNG RFID Tag will be activated within 24 hours and You can check the activation status of Your TNG RFID Tag in Your Touch 'n Go eWallet Account and/or TNG RFID Portal.
- f) If You face any difficulties in performing or after performing the Self-Fitment and self-activation of Your TNG RFID Tag, You may visit any of the Fitment Centres as listed at <https://rfid.touchngo.com.my/fitment-centres> to perform a detection test for Your TNG RFID Tag without any cost and expenses imposed on You. If your TNG RFID Tag fails the detection test, You are entitled for a replacement subject to Clause 7.4 and 7.5 of these Terms and Conditions.

6. TNG RFID TAG – PAYMENT METHOD

- 6.1. The RFID Services is only made available to You by Us once Your TNG RFID Tag is linked with Your Touch 'n Go eWallet Account, credit and/or debit card via Your TNG RFID Portal and/or any other available payment methods as available from time to time as Your payment method for the use of the TNG RFID Tag. The limit of your Touch 'n Go eWallet Account shall at all times be subjected to the Touch 'n Go eWallet's Terms and Conditions.
- 6.2. Your Touch 'n Go eWallet Account, debit cards and/or any other payment method, as available from time to time, must always have sufficient balance for the charges to be deducted when using the TNG RFID Tag for the RFID Services.
- 6.3. Should Your payment method have insufficient balance, We may reject the usage of Your TNG RFID Tag. The usage of any other available payment methods chosen by You shall always be subjected to the relevant payment method's Terms and Conditions which You shall fully abide with.

7. USE OF TNG RFID TAG

- 7.1. Your TNG RFID Tag can only be used at all RFID enabled Service Provider(s) once it has been fitted on Your registered Class 1 Vehicle and properly activated.
- 7.2. The TNG RFID Tag is non-transferable and must be terminated if You sell off Your Class 1 Vehicle that was used to register for the TNG RFID Tag.
- 7.3. You are advised to use the TNG RFID Tag in accordance with the guidelines and policies issued by Us from time to time and ensure that You do not remove, transfer, damage, manipulate, modify or tamper with Your TNG RFID Tag.
- 7.4. If You consistently have issues with Your TNG RFID Tag when use at most of the RFID enabled Service Provider(s), You may get a replacement of the TNG RFID Tag at the following channels:
 - a) for TNG RFID Tag purchased at any of Our Fitment Centre, You may visit the Fitment Centre for replacement of Your TNG RFID Tag to be carried out, if necessary;
 - b) for TNG RFID Tag purchased via any other channels which You performed self-registration, Self-Fitment;
 - c) for self-activation via TNG RFID Portal– You may submit Your request for replacement in Your TNG RFID Portal Account; and
 - d) for self-activation via Touch 'n Go eWallet Account - You may submit Your request for replacement via email to careline@touchngo.com.my.



- 7.5. For every purchase of TNG RFID Tag, You are entitled to a one-time complimentary replacement for each registered Class 1 Vehicle. Any subsequent replacement of Your TNG RFID Tag will be charged at the applicable charges as published at the TNGSB Website and/or at any other TNGSB's official communication channels.
- 7.6. When a TNG RFID Tag is used at the point of entry to access RFID Services for road tolling, the same TNG RFID Tag must be used at the point of exit. Without prejudice to the TNGSB's rights under Clause 9.2 below, if a TNGSB card is used at the point of exit, the Service Provider reserves the right to impose additional charges on that TNGSB card.
- 7.7. For any error(s) or discrepancy(ies) in Your TNG RFID Transaction, You may submit Your claim to Us via the TNG RFID Portal or any of our official channel of communication within thirty (30) days from the date of the transaction, failing which, You shall be deemed to have accepted such error or discrepancy of Your TNG RFID Transaction.
- 7.8. Any refund arising from the error or discrepancy of the TNG RFID Transaction will be processed upon Our receipt of complete information from You less any charges, if applicable.
- 7.9. For any refund due to You will be credited via the same payment method used by You within thirty (30) days upon refund request made by You.
- 7.10. **Refunds for Overcharged Transactions (PLUS Highway only)**
 - a) Refunds for overcharged transactions occurring at highways operated by PLUS Expressways Berhad ("PLUS"), subject to PLUS verification, shall be made within thirty (30) days from the transaction date.
 - b) You may refer to PLUS's Terms of Use at the PLUS website: (https://www.plus.com.my/index.php?option=com_content&view=article&layout=edit&id=952&Itemid=417&lang=en) and You may also see the list of PLUS operated highways at the PLUS website: (https://www.plus.com.my/index.php?option=com_content&view=article&id=4&Itemid=122&lang=en).

8. TNG RFID TAG FOR FUELLING SERVICES

- 8.1. The use of Your TNG RFID Tag for the RFID Fuelling Services as payment method can only be conducted at the participating RFID enabled petrol Service Provider and once You have successfully activated the RFID Fuelling Services in Your Touch 'n Go eWallet Account by following all the required processes therein.
- 8.2. You may activate the RFID Fuelling Services in Your eWallet Account for more than one (1) TNG RFID Tag. If you have more than one (1) TNG RFID Tag linked to Your eWallet Account, You will need to activate the RFID Fuelling Services for such TNG RFID Tag to enable such function for Your designated vehicle at time of use.
- 8.3. We may from time to time, at Our sole discretion or as may be deemed necessary, request for You to select and/or update Your preferred default payment limit for Your RFID Fuelling Services transactions in Your Touch 'n Go eWallet Account. This payment limit will be the default amount deducted from Your Touch 'n Go eWallet Account when You use Your TNG RFID Tag as a payment method for each RFID Fuelling Services transactions performed by You.
- 8.4. In the event the actual amount of the RFID Fuelling Services transaction performed by You is lesser than Your preferred default payment amount, the refund payment of the excess amount paid will be credited within the same day or up to a maximum of two (2) business days from the date of such particular RFID Fuelling Services transaction.
- 8.5. You may be asked to provide your membership number for certain loyalty programs whilst using the RFID Fuelling Services. You may key in your loyalty program card number if you wish to, provided that We shall not be responsible for any obligations between You and the loyalty program issuer. You hereby consent for TNG to share with our partners and affiliates Your loyalty program card number for the sole purposes of point redemptions for using the RFID Fuelling Services.



- 8.6. You are responsible to check your transaction history regularly. Hardcopy receipts for fuelling transaction in respect of RFID Fuelling Services may not be available at the time of purchase at every outlet. You shall be responsible for keeping track of your RFID Fuelling transaction through your transaction history regularly to ensure that Your fuel payment is correct.
- 8.7. The RFID Fuelling Services can only be used to purchase fuel at the selected RFID enabled petrol stations with the RFID readers and subject to the relevant petrol station's operating hours.
- 8.8. Deactivation for RFID Fuelling Services may be made in Your eWallet Account for each of the relevant activated TNG RFID Tag to disable the function from Your designated vehicle.

9. TERMINATION

- 9.1. You may at any time request to terminate Your TNG RFID Tag and discontinue the usage of Your TNG RFID Tag to TNGSB by submitting Your request through the TNG RFID Portal or through the Touch 'n Go eWallet via Your Touch 'n Go eWallet Account that is linked to Your TNG RFID Tag.
- 9.2. Notwithstanding the above, We reserve the right to suspend and/or terminate the use of Your TNG RFID Tag and the RFID Services in the following event:
 - a) the removal, transfer, damage, manipulation, modification or tampering by You of Your TNG RFID Tag;
 - b) Your breach to any of these Terms and Conditions or any subsequent amendment(s) therefrom or any other policies and guidelines issued by TNGSB in respect of the TNG RFID Tag and the RFID Services; including but not limited to the guidelines for Self-Fitment of Your TNG RFID Tag;
 - c) TNG RFID Transaction made by You has been declined due to insufficient balance or failure to process the payment method linked to Your TNG RFID Tag;
 - d) a person claim that any Personal Data provided by You has violated the rights of other persons;
 - e) there is suspected fraud or irregularities in respect of Your TNG RFID Tag, Your usage of the RFID Services and/or the payment method linked to Your TNG RFID Tag; or
 - f) requested by any law enforcement or other government agencies.
- 9.3. In addition to the above, We reserve the right to deduct any amount due from You (including full transaction amount and all related costs and expenses incurred) from Your Touch 'n Go eWallet Account and/or any other payment method authorized by You for the use of TNG RFID Tag if any fraudulent transactions, irregularities or unauthorised use of the TNG RFID Tag and/or TNG RFID Transaction are reported or detected from the use of Your TNG RFID Tag. If Your Touch 'n Go eWallet Account and/or any other payment method authorized by You for the use of TNG RFID Tag do not have sufficient balance, such amount will be deemed as amount due and owing to Us ("**Amount Due**") and We reserve the right to take further action against You, including legal action, to recover the Amount Due.

10. COMPLAINT AVENUES AND FORMS OF COMMUNICATION

- 10.1. TNGSB will announce to the public any of its products, services and operational updates in a consistent manner, as and when required, in order to create the awareness to You.
- 10.2. All notices, requests and/or other communications from You to TNGSB may be communicated to the following:
 - a) ordinary mail;
 - b) short message service (SMS)/electronic mail;
 - c) display of notices at all TNGSB Service & Sales Centres and/or Customer Services Counters;
 - d) published at TNGSB Website and official social media channels (including but not limited to Facebook, Instagram, LinkedIn and Twitter); and/or
 - e) published in national daily newspapers in the main languages, circulated generally throughout Malaysia.



10.3. You may also visit any TNGSB Service & Sales Centres and Customer Service Counters at:

Address	Operating Hours
Bangsar South Service & Sales Centre Ground Floor Tower 6 Avenue 5, Bangsar South No. 8, Jalan Kerinchi 59200 Kuala Lumpur	Monday – Friday: 9:00am to 5:00pm Closed on Weekend & Public Holidays
NU Sentral Service & Sales Centre Lot L2.07, Level 2 NU Sentral Shopping Centre No 201, Jalan Tun Sambanthan 50470 Kuala Lumpur	Monday – Sunday (Inclusive Public Holiday) 10.00am to 10.00pm

10.4. The accuracy and completeness of Your Personal Data depends on the information You provided. TNGSB shall assume that the information You have provided is accurate, up-to-date and complete unless otherwise informed by You. You may update Your Personal Data at any of the above channels or at TNGSB RFID Portal.

10.5. If Your complaints or matters are not addressed by TNGSB, You may escalate Your complaints or inquiries to the following bodies. You may find their contact details on the website linked below:

Bank Negara Malaysia

Laman Informasi Nasihat dan Khidmat (LINK)

Website: <https://www.bnm.gov.my/>

Contact Centre (BNMTELELINK)

Complaint Form available at <https://telelink.bnm.gov.my/>

Ombudsman for Financial Services (664393P)

(Formerly known as Financial Mediation Bureau)

Website: <https://www.ofs.org.my/en/>

<https://telelink.bnm.gov.my/mailto:bnmtelelink@bnm.gov.my>

11. INDEMNITY AND LIMITATION OF LIABILITIES

11.1. Indemnity

a) You agree to indemnify TNSB against all claims, liabilities, losses, damages, proceedings, demands, costs and expenses (including legal fees) which may result or which TNGSB may sustain in connection with or arising from the provision or use of the TNG RFID Tag and/or RFID Services to or by You due to (i) Your own act, omission, conduct, fault, negligence or fraud; \ (ii) Your breach of or non-compliance with these Terms and Conditions including subsequent amendment(s), addition(s) or deletion(s), if applicable, or any other policies and guidelines issued by TNGSB including but not limited to the guidelines for Self-Fitment of Your TNG RFID Tag; or (iii) breach by You of any applicable laws. This indemnity shall survive irrespective of the suspension, restriction in the usage of or termination of the TNG RFID Tag or RFID Services.

11.2. Exclusion of Liability



- a) TNGSB, its officers, employees and/or agents shall not be liable to You or any third party authorised by or claiming through You for any loss or damage whether direct or indirect, special or consequential suffered by You or any person authorised by You relating to any TNG RFID Tag, RFID Services and/or the payment method linked to Your TNG RFID Tag, however caused including but not limited to breakdown or malfunction of the TNG RFID Tag or the electronic toll payment system, due to attempted or actual acts of terrorism, acts of sabotage, outbreak of epidemics, acts of God or any circumstances beyond TNGSB's control.
- b) TNGSB, its Fitment Centre and Partner Retailer shall not be held liable for any claim/loss/damage incurred/suffered by You due to the fitment of the TNG RFID Tag by You, TNGSB, its Fitment Centre and/or Partner Retailer in whatsoever nature and manner and howsoever caused or arising even if such claim/loss/damage is caused by the act/omission/negligence of TNGSB, its Fitment Centre and/or Partner. You further agree that the fitment of the RIFD Tag by TNGSB, its Fitment Centre and/or Partner Retailer for You is made at your own risk and You hereby discharge TNGSB, its Fitment Centre and/or Partner Retailer from any claim/loss/damage incurred/suffered by You on the same.
- c) Notwithstanding the above. in the event TNGSB is liable to You or any third party authorised by or claiming through You for whatsoever reason, TNGSB's liability shall be capped up to RM500.00 only.

11.3. Fraud and Irregularities

- a) If any fraud or irregularities are detected from the use of Your TNG RFID Tag and/or the payment method linked to Your TNG RFID Tag, TNGSB reserves the right to suspend or terminate Your TNG RFID Tag and TNGSB shall not be held liable or responsible in relation to any claim made by You or any third parties on the same.
- b) TNGSB reserves the right, at its absolute discretion, without incurring any liability in whatsoever form and manner on the part of TNGSB, its officers, employees and/or agents, to invalidate and/or terminate the TNG RFID Tag or to suspend and/or restrict the usage of the TNG RFID Tag or RFID Services at any given time, in the event there is any suspected fraudulent transactions or unauthorised use of the TNG RFID Tag or RFID Services has been reported. TNGSB is not obliged to give its reasons for exercising its discretion to invalidate, terminate, suspend or restrict the usage of the TNG RFID Tag or RFID Services.

12. Personal Data

- 12.1 You are fully aware of the Personal Data collected by TNGSB from you and You hereby give Your consent to TNGSB for Your Personal Data to be used, processed, stored and/or disclosed in accordance with the [TNGSB's Privacy Notice](#), which can be accessed at TNGSB Website at [TNG Privacy-Notice Revised Nov-2021.pdf \(touchngo.com.my\)](#) in compliance with the Personal Data Protection Act 2010. Please read the TNGSB's Privacy Notice carefully as it governs Our collection and use of Your Personal Data.
- 12.2 The accuracy and completeness of Your Personal Data in Our records depends on the information that You provide. TNGSB shall assume that the information that You have provided is accurate, up-to-date and complete otherwise informed by You.
- 12.3 If You wish to opt out from receiving marketing messages, You may do so via TNG RFID Portal at <https://rfid.touchngo.com.my/edit-profile> and follow the instructions stated therein. If You do not opt-out from receiving marketing messages, You will be deemed to have consented to receiving such messages.
- 12.4 You acknowledge that photographs and filming may take place at TNGSB's event or premises. TNGSB reserves the right to use the images and videos recorded at such event or our premises with Your photographs and video for purposes of TNGSB's promotion and marketing at social media channels, TNGSB's website and print materials, without obtaining any further consent from You. If You do not wish for Your photograph and/or video to be taken at TNGSB's event or



premises, please notify us during the event or at our premises and we will use reasonable endeavours to comply with Your request.

13. MISCELLANEOUS

- 13.1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia and under the exclusive jurisdiction of the court of Malaya.
- 13.2. If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 13.3. If You are under the age of 18 or under the age of majority pursuant to the applicable laws, You must obtain permission from Your parent(s) or legal guardian(s) to register for and use the TNG RFID Tag or RFID Services. If You do not have consent from Your parent(s) or legal guardian(s), You must stop using the TNG RFID Tag and/or RFID Services. By continuing the use of the TNG RFID Tag and/or RFID Services, You expressly represent that You have obtained Your parent(s) or legal guardian(s)'s consent to use the TNG RFID Tag and/or RFID Services.
- 13.4. If You are the parent or legal guardian of a minor who is using the TNG RFID Tag and/or RFID Services, You are subject to these RFID Terms and Conditions and will be responsible for Your child's action and/or any charges associated with the minor's use of the TNG RFID Tag and/or RFID Services.
- 13.5. These Terms and Conditions are also available in Bahasa Malaysia. In the event of any conflict or ambiguity between the terms of the English and Bahasa Malaysia version of the Terms and Conditions, the version which You have read, understood and agreed shall prevail.