



Master Terms and Conditions for the Enhanced Touch 'n Go Card

1.0 Definitions

- 1.1 “**ATM**” is defined as automated teller machine;
- 1.2 “**Card Transaction**” means an electronic transaction generated using the Enhanced Touch 'n Go Card at any of the Service Providers or Point-of-Sale for payment and/or Reload transactions;
- 1.3 “**Card Value**” means the equivalent monetary value in the Enhanced Touch 'n Go Card which can be used towards the Services;
- 1.4 “**Enhanced Touch 'n Go Card**” means the Touch 'n Go smart card that has been enhanced with NFC technology that allows You to reload the smart card via the Touch 'n Go eWallet and to conduct Services;
- 1.5 “**Expired Card**” means an Enhanced Touch 'n Go Card with a period of seven (7) years having elapsed from the date that it was issued for use as set out in the Touch 'n Go eWallet or any other period of time determined by TNGSB from time-to-time;
- 1.6 “**Identification Document**” is defined as customer NRIC or Passport, which serves as identification and verification documents.
- 1.7 “**Invalidated**” means the invalidation of an Enhanced Touch 'n Go Card in which it cannot be utilized at any point-of-usages, e.g. toll lanes, transit, parking, retail outlets and/or other closed community areas as specified by TNGSB due to it being expired, lost, stolen or compromised due to fraud;
- 1.8 “**Issuer**” means TNGSB or any other third parties as authorized by TNGSB in Malaysia;
- 1.9 “**NFC**” means near field communication technology;
- 1.10 “**PayDirect**” means a feature that allows You to make payment at any participating Service Providers using Your Enhanced Touch 'n Go Card or any other applicable product offering in which the charge will be deducted directly from Your Touch 'n Go eWallet Account balance;
- 1.11 “**Personal Data**” means any information relating to an identifiable person who can be directly or indirectly identified by the information collected by the Issuer from You;
- 1.12 “**Point-of-Sale**” means a facility where the Enhanced Touch 'n Go Card is sold or issued, Reload transaction can be performed and other customer support and services are rendered. The list of authorized Point-of-Sale are listed on the TNGSB Website at: <https://www.touchngo.com.my/>;
- 1.13 “**Product Customized Card**” refers to the product customized Enhanced Touch 'n Go Cards issued by TNGSB in collaboration with its business partners from time-to-time;
- 1.14 “**Reload**” means the transaction of adding monetary value to the Enhanced Touch 'n Go Card conducted at any authorized service providers, Point-of-Sale or via Your Touch 'n Go eWallet Account;
- 1.15 “**Service Provider**” means the merchant, seller or organization, which has agreed to accept payments through the use of the Enhanced Touch 'n Go Card for goods and/or services sold and/or provided. The lists of authorized Service Providers are listed on the TNGSB Website at <http://www.touchngo.com.my>;
- 1.16 “**Services**” means the electronic payment services provided by TNGSB via the Enhanced Touch 'n Go Card which shall include but not limited to facilitation of Card Transaction, Reload



and Point-of-Sale and the goods/services offered by its business partners utilizing TNGSB services;

- 1.17 **“Terms and Conditions”** means these terms and conditions and the terms of the Services, policies and procedures as may be varied or modified from time-to-time at TNGSB's sole discretion;
- 1.18 **“TNG Digital”** means TNG Digital Sdn Bhd (Registration No.: 201701042478 (1256651-M)), an associate company of TNGSB;
- 1.19 **“TNG 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. The TNG eWallet T&Cs may be accessed at https://assets.websitefiles.com/604f10ece77ed2575179c749/6141a7718d1cd393dac569e_d_touch_n_go_eWallet_user_terms_conditions_v32.pdf;
- 1.20 **“TNGSB”** means Touch 'n Go Sdn Bhd (Registration 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;
- 1.21 **“TNGSB Portal”** means TNGSB's portal which can be found at <https://tngportal.touchngo.com.my/>;
- 1.22 **“TNGSB's e-Refund Portal”** means TNGSB's e-refund portal which can be found at <https://customerservice.touchngo.com.my/erefund/>;
- 1.23 **“TNGSB Website”** means TNGSB's corporate website which can be found at <http://www.touchngo.com.my>;
- 1.24 **“TT”** is defined as telegraphic transfer;
- 1.25 **“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 TNG eWallet T&Cs;
- 1.26 **“Touch 'n Go eWallet Account”** means the mobile payment account created with TNG Digital when You register for Touch 'n Go eWallet;
- 1.27 **“Unclaimed Monies”** means monies remaining in the Enhanced Touch 'n Go Card for a period of not less than seven (7) years from the last transaction date as defined under the prevailing Unclaimed Money Act 1965; and
- 1.28 **“You”** or **“Your”** means you as the person to whom the Enhanced Touch 'n Go Card has been issued for the purpose of using the Services in accordance with these Terms and Conditions.

2.0 General Terms

2.1 Agreement

- 2.1.1 These Terms and Conditions will govern the Enhanced Touch 'n Go Card including the Product Customised Card. Kindly refer to Clause 10 of these Terms and Conditions for additional terms and conditions applicable on these Product Customized Cards.
- 2.1.2 The Services are provided on an "as-is" and "as-available" basis and the use of the 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 Services.
- 2.1.3 TNGSB reserves the right at its absolute discretion, from time-to-time, to amend these Terms and Conditions or any part thereof.



2.1.4 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.

2.1.5 Your continued use of the 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 Services. TNGSB shall not be liable to You for any claims, losses, damages, expenses or costs in whatsoever manner resulting therefrom.

2.2 Use of the Enhanced Touch 'n Go Card

2.2.1 The Enhanced Touch 'n Go Card can be used at all Touch 'n Go point-of-usage, e.g. toll, transit, parking, retail outlets and/or other closed community areas as specified by TNGSB.

2.2.2 When an Enhanced Touch 'n Go Card is used at the point of entry to access the Services for road tolling, the same Enhanced Touch 'n Go Card must be used at the point of exit. If a different/alternative Enhanced Touch 'n Go Card is utilized or RFID Tag or such other alternative card is utilized at the point of exit, the Service Provider reserves the right to impose additional charges on the RFID Tag or the different/alternative Enhanced Touch 'n Go Card.

2.2.3 You are encouraged to register Your Enhanced Touch 'n Go Card by performing online registration through the TNGSB Portal. Subject to You first registering Your Enhanced Touch 'n Go Card at the TNGSB Portal, if You wish to terminate Your Enhanced Touch 'n Go Card, You may request for a refund of the balance of Your Card Value by referring to Clause 6 below.

2.2.4 When You register Your Enhanced Touch 'n Go Card via TNGSB Portal, You must ensure that the Personal Data provided by You is accurate, complete, not misleading and kept up-to-date as and when it changes. You may update Your Personal Data by contacting TNGSB Careline at 03-2714 8888.

2.2.5 You are required to use Your Enhanced Touch 'n Go Card in accordance with the procedures, instructions and guidelines set by TNGSB from time-to-time and not to damage, manipulate, copy, reverse-engineer or tamper with the Enhanced Touch 'n Go Card nor do any act of modification to the Enhanced Touch 'n Go Card.

2.2.6 You shall use all precautions to prevent any event of loss, theft, cloning and/or unauthorized use of the Enhanced Touch 'n Go Card. In the event of loss, theft, cloning and/or unauthorized use of the Enhanced Touch 'n Go Card, it is important to immediately notify TNGSB. Unauthorized use shall include conducting Reload transactions at unauthorized service providers, Point-of-Sale or persons. You shall remain liable and shall indemnify TNGSB from all claims, losses, damages, expenses or costs in whatsoever manner resulting from such unauthorized use.

2.2.7 TNGSB and/or the Service Providers shall not honour any unauthorized use of the Enhanced Touch 'n Go Card(s) and such Enhanced Touch 'n Go Card shall be Invalidated by TNGSB.

2.2.8 You are entitled to use the Enhanced Touch 'n Go Card for the Services at any of the authorized Service Providers and Point-of-Sale based on the remaining Card Value of Your Enhanced Touch 'n Go Card.

2.2.9 TNGSB shall not be liable for any act, refusal and/or omission by any of the Service Providers to accept the Enhanced Touch 'n Go Card nor shall TNGSB be liable for any defect or deficiency in any of the Services provided by the Service Providers.

2.2.10 Your Enhanced Touch 'n Go Card is valid at all times unless it is Invalidated or expired pursuant to these Terms and Conditions. Your Enhanced Touch 'n Go Card is valid for use throughout the validity period of seven (7) years as seen in Your Touch 'n Go eWallet/TNGSB



Portal/Reload receipt/the back of the Enhanced Touch 'n Go Card or Self-Service Kiosk (SSK) machine, and thereafter the Enhanced Touch 'n Go Card shall be deemed expired and not valid for use.

- 2.2.11 TNGSB shall cease or suspend the Services and/or Your Enhanced Touch 'n Go Card, as the case may be, without prior notice and/or compensation to You if:
- You breach any of the Terms and Conditions contained herein;
 - You do anything which may in the opinion of TNGSB cause damage or interruption to the Services; and/or
 - it is in TNGSB's opinion that the Enhanced Touch 'n Go Card and/or the Services are or may be used for a fraudulent, illegal or unlawful purposes including but not limited to breach of legislation, regulation and/or guidelines under the Financial Services Act 2013 and/or Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- 2.2.12 In the event the Services had been ceased or suspended by TNGSB in accordance with Clause 2.2.11 above, it shall be lawful for TNGSB to retain any and all Reload monies and/or unutilised Card Value until the investigation on such Enhanced Touch 'n Go Card is completed in accordance with applicable legislation, regulation and/or guidelines.
- 2.2.13 In the event Services and/or the Enhanced Touch 'n Go Card had been ceased or suspended by TNGSB in accordance with Clause 2.2.11 and 2.2.12 above, no refund on the Card Value and no compensation shall be made to You.
- 2.2.14 TNGSB shall cease or suspend the Services, as the case may be, with reasonable notice prior any maintenance, upgrading and/or modification works being carried out onto the Services.
- 2.2.15 The maximum Card Value of an Enhanced Touch 'n Go Card is RM1,500.00 only at any one time.
- 2.2.16 There are no service fees imposed in the event of no activity recorded for a certain period of time as determined by TNGSB for Enhanced Touch 'n Go Card(s).

2.3 PayDirect Function

- 2.3.1 You may link up Your Enhanced Touch 'n Go Cards to Your Touch 'n Go eWallet to, amongst other things, keep track of Your Card Value and use the PayDirect features, subject to the terms of use as set out under the Touch 'n Go eWallet T&Cs. Invalidated Enhanced Touch 'n Go Card cannot be linked to PayDirect function.
- 2.3.2 PayDirect can be used at any participating service providers allowing You to make payment using Your Enhanced Touch 'n Go Card and the transaction amount will be deducted from Your Touch 'n Go eWallet Account balance. In the event Your Touch 'n Go eWallet Account balance is insufficient, the transaction amount will then be deducted from Your Card Value.
- 2.3.3 Refund for transactions deducted from the Card Value shall be in accordance with these Terms and Conditions whereas refund for transactions deducted from Touch 'n Go eWallet Account balance shall be in accordance with the Touch 'n Go eWallet T&Cs.
- 2.3.4 If Your Enhanced Touch 'n Go Card is stolen/lost, You can delink Your stolen/lost Enhanced Touch 'n Go Card immediately via the Touch 'n Go eWallet application and subsequently no transactions can be made to Your Touch 'n Go eWallet Account by the delinked Enhanced Touch 'n Go Card.
- 2.3.5 You may also request for Your PayDirect transactions history up to ninety (90) days to be sent to Your preferred e-mail address.



- 2.3.6 For more information on Touch 'n Go eWallet, please refer to the TNG eWallet T&Cs at <https://www.tngdigital.com.my/assets/pdf/user-terms-and-conditions.pdf>.

2.4 Expired Enhanced Touch 'n Go Card

- 2.4.1 If Your Enhanced Touch 'n Go Card is an Expired Card, You will not be able to use the Enhanced Touch 'n Go Card at any point-of-usage, e.g. toll, transit, parking, retail outlets and/or other closed community areas as specified by TNGSB.
- 2.4.2 You may exchange Your existing Enhanced Touch 'n Go Card in advance within one (1) month prior to the expiry date of Your Enhanced Touch 'n Go Card without any cost to avoid any usage disruption and inconveniences at the point-of-usage
- 2.4.3 You may refer to Your Touch 'n Go eWallet, TNGSB Portal/Reload receipt/the back of the Enhanced Touch 'n Go Card/Self-Service Kiosk (SSK) machine for information on the expiry date of Your Enhanced Touch 'n Go Card. Any conflicting dates to the expiry date of an Enhanced Touch 'n Go Card, the expiry date as displayed on the Touch 'n Go eWallet shall supersede such other expiry dates as mentioned above.
- 2.4.4 Alternatively, You may contact TNGSB Careline at 03-2714 8888 or visit our Touch 'n Go Service and Sales Centre and Reload Counter nearest to You to check the expiry date of Your Enhanced Touch 'n Go Card.
- 2.4.5 Purchase of a new Enhanced Touch 'n Go Card by You, post expiration of Your Enhanced Touch 'n Go Card, shall be at your own cost and expenses.

2.5 Lost or Stolen Enhanced Touch 'n Go Card

- 2.5.1 Subject to Clause 2.5.2 below, TNGSB will invalidate all lost or stolen Enhanced Touch 'n Go Cards upon:
- i. verbal (telephone) notification by You with TNGSB's authorized officer, followed by
 - ii. notification in writing addressed to TNGSB transmitted by hand/mail/e-mail/e-Refund Portal/official TNGSB social media channel; or
 - iii. walk in to TNGSB Service & Sales Centre to report to TNGSB's authorized officer.
- 2.5.2 You will remain liable and shall indemnify TNGSB from all Card Transactions, claims, losses, damages, expenses or costs in whatsoever manner resulting from such unauthorized use .
- 2.5.3 Subject to Clauses 2.5.1 and 2.5.2, TNGSB shall refund the Card Value (less any applicable fees), in the manner set out under Clause 6, upon receipt of notification in writing as specified in Clause 2.5.1(ii) above provided the information given by You is complete and accurate.

2.6 Enhanced Touch 'n Go Card Termination

You may at any time terminate and surrender the Enhanced Touch 'n Go Card to TNGSB and discontinue the use of the Services. TNGSB will determine the condition of the returned Enhanced Touch n' Go Card and refund any remaining Card Value to You. You may terminate Your Enhanced Touch 'n Go Card through the following methods:

- i. by contacting the TNGSB Careline;
- ii. by visiting to the TNGSB Service & Sales Centres; or
- iii. by requesting for termination via the TNGSB Portal.

2.7 Enhanced Touch 'n Go Card Warranty and Replacement

2.7.1 Card Warranty

For any Enhanced Touch 'n Go Card purchased by You, TNGSB will guarantee the functionality of the Enhanced Touch 'n Go Card from any faulty/malfunction for a period of



thirty (30) days from the date of purchase, in which, Your Card will be replaced without any charges.

2.7.2 Card Replacement

- i. Any Enhanced Touch 'n Go Card Replacement due to faulty/malfunction to the functionality of the Enhanced Touch 'n Go Card after thirty (30) days from the date of purchase shall be at Your own cost and expenses.
- ii. Subject to Clause 2.7.1 and Clause 2.7.2 (i) above, for Enhanced Touch 'n Go Card replacement purposes, You are required to bring the Enhanced Touch 'n Go Card to any of TNGSB Service & Sales Centres or any of the Point-of-Sale in order to obtain a replacement Enhanced Touch 'n Go Card.
- iii. If the Card Value can be determined by TNGSB's customer service agent, the Card Value will be transferred to the replacement Enhanced Touch 'n Go Card. You will be charged with the price of a new card if the warranty of the faulty/malfunction card has expired.
- iv. If the Card Value cannot be determined by TNGSB customer service agent, the Enhanced Touch 'n Go Card and the Card Value will not be refunded to You. You will be charged with the price of a new Enhanced Touch 'n Go Card if warranty of the faulty/malfunction Enhanced Touch 'n Go Card has expired.

2.8 Unclaimed Monies

- 2.8.1 In the event that the last transaction carried out on Your Enhanced Touch 'n Go Card is over seven (7) years, regardless of the expiry date of the Enhanced Touch 'n Go Card, Your remaining Card Value shall be classified as Unclaimed Monies and shall be surrendered to the Registrar of Unclaimed Money, Jabatan Akauntan Negara Malaysia by TNGSB in accordance with the requirements of the Unclaimed Money Act 1965. Thereafter, all claims relating to the refund of the Unclaimed Monies will need to be made by You with the Registrar of Unclaimed Money.

2.9 Purchase of Enhanced Touch 'n Go Cards

- 2.9.1 The authorized channels for the purchase of Enhanced Touch 'n Go Cards are:

- i. Touch 'n Go eWallet Lazada eShop;
- ii. Touch 'n Go eWallet;
- iii. Touch 'n Go Service & Sales Centres;
- iv. Touch 'n Go Customer Service Centres by Service Providers;
- v. Touch 'n Go Reload Counters at authorized agents and merchants; and
- vi. Touch 'n Go SPOT Counters at participating Petrol Service Stations.

- 2.9.2 The TNG eWallet FAQ shall apply to the Enhanced Touch 'n Go Cards purchased via the Touch 'n Go eWallet Lazada eShop and Touch 'n Go eWallet. Please find TNG eWallet FAQs here: <https://support.tngdigital.com.my/hc/en-my/articles/5321064625433-How-long-will-it-take-to-receive-my-enhanced-Touch-n-Go-TNG-card>

2.10 Reload Channels

- 2.10.1 You can Reload Your Enhanced Touch 'n Go Card through valid Reload channels authorized by TNGSB.

- 2.10.2 The authorised Reload channels are:

- i. Touch 'n Go eWallet, provided that it is installed on an NFC enabled smartphone;
- ii. Touch 'n Go Service & Sales Centres, TNGSB;
- iii. Touch 'n Go Customer Service Centres by the Service Providers;
- iv. Touch 'n Go Reload Counters at authorized agents and merchants;
- v. Touch 'n Go SPOT Counters at participating Petrol Service Stations;
- vi. Touch 'n Go Self-Service Kiosk (SSK); and



- vii. ATM at participating banks.
- 2.10.3 Selected Reload channels by agents, merchants and bank ATMs may charge a Reload fee for each Reload transaction service.
- 2.10.4 If You intend to Reload Your Card Value via the Touch 'n Go eWallet, You will be required to register Your Enhanced Touch 'n Go Card on Your Touch 'n Go eWallet Account and complete an e-Know-Your-Consumer (eKYC) identity verification. For clarity, You will still be able to Reload Your unregistered Enhanced Touch 'n Go Card via other Reload channels listed under Clause 2.10.2 (ii) to (viii).
- 2.10.5 If the Reload to Your Enhanced Touch 'n Go Card is carried out via the Touch 'n Go eWallet, the Reload shall be limited to the maximum Reload limit set by You on Your Touch 'n Go eWallet Account or Ringgit Malaysia One Thousand Five Hundred (RM1,500), whichever is the lower.
- 2.10.6 TNGSB reserves the right to suspend or terminate the use of the Enhanced Touch 'n Go Card and the Services and reject any refund request made of Card Value if the Reload was carried out at unauthorized Reload channels.

2.10 Applicable Tax/Taxes

- 2.11.1. The prices and fees herein stated are subject to any applicable taxes imposed or to be imposed by the Government of Malaysia or any other local regulatory authorities in accordance to the relevant enacted laws in Malaysia.

3.0 Enhanced Touch 'n Go Card Registration

3.1 TNGSB Portal

- 3.1.1 You may register Your Enhanced Touch 'n Go Cards at TNGSB Portal by creating a Login ID and Password and by using a valid card serial number or manufacturing number. The card serial number can be obtained from the back of Your Enhanced Touch 'n Go Card and manufacturing number can be obtained from any Reload receipt for that Enhanced Touch 'n Go Card.
- 3.1.2 Registration is required if You wish to terminate or discontinue the use of the Enhanced Touch 'n Go Card for any refund of the Card Value.
- 3.1.3 If You have reported Your Enhanced Touch 'n Go Card as lost or stolen, TNGSB shall retrieve your information from TNGSB Portal to process the refund of the Card Value less any applicable fee or charges and terminate the Enhanced Touch 'n Go Card.
- 3.1.4 If You are below the age of eighteen (18), You are responsible to obtain consent from Your parent, guardian or person who has parental responsibility over You, prior to disclosing Your personal details to TNGSB. TNGSB shall not be liable for any loss or inconvenience caused to You for failing to obtain such consent.

4.0 Fees and Charges

- 4.1 TNGSB may vary the fees and charges from time to time by giving You advance notice of twenty-one (21) days. The relevant fees and charges will be made available in TNGSB Website and the relevant Reload fees and charges via Your Touch 'n Go eWallet Account will be made available on the Touch 'n Go eWallet T&Cs.
- 4.2 TNGSB is not liable for any other fees or charges (e.g. surcharges) imposed by third parties including, but not limited to, banks, merchants, parking operator, government or the Service Providers for the usage of the Services.



5.0 Complaint Avenues and Forms of Communication

5.1 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 awareness to You.

5.2 TNGSB shall communicate with You through either of the following modes:

- i. ordinary mail;
- ii. short message service (SMS)/electronic mail;
- iii. display of notices at all TNGSB Service & Sales Centres and/or Customer Services Counters;
- iv. published at TNGSB Website and official social media channels (including but not limited to Facebook, Instagram, LinkedIn and Twitter); and/or
- v. published in national daily newspapers in the main languages, circulated generally throughout Malaysia.

5.3 All notices, requests and/or other communications from You to TNGSB may be communicated to the following:

Touch 'n Go Sdn Bhd

Tower 6, Avenue 5, Bangsar South

No. 8, Jalan Kerinchi

59200 Kuala Lumpur

Careline No.: 03-2714 8888 (Mon-Fri: 8.00am to 8.00 pm)

Fax No: 03-2714 8889

E-mail: careline@touchngo.com.my

5.4 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

5.5 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 these above channels or at TNGSB Portal.

5.6 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/>

6.0 Refund**6.1 Refund Process**

6.1.1 You may request for a refund of Your Enhanced Touch 'n Go Card's Card Value through the following methods:

- i. contact TNGSB Careline;
- ii. fill up e-Refund Form available on TNGSB Website;
- iii. lodgement via Touch 'n Go eWallet
- iv. visit to TNGSB Service & Sales Centres

6.1.2 TNGSB shall process all refund requests for registered Enhanced Touch 'n Go Cards only. You are to ensure Your Enhanced Touch 'n Go Cards are already registered via the TNGSB Portal to enable TNGSB to process the refund request.

6.1.3 Refund will be processed only for the registered owner of the Enhanced Touch 'n Go Card once TNGSB have received complete information and supporting documents from You less any fees and charges (if applicable) (please note that at the moment TNGSB does not charge any refund fees or charges). Refund to be made to You within thirty (30) days from the refund request is made subject to TNGSB receiving Your full information.

6.1.4 If Your Enhanced Touch 'n Go Card is

- i. reported lost, stolen or damaged; or
- ii. if You wish to terminate Your Enhanced Touch 'n Go Card,

You may apply for a refund of Your remaining Card Value (being the last recorded Card Value as of the submission date of Your refund request, as verified by TNGSB), less any applicable fees. If you decide to do so via the TNGSB's various careline channels (see Clause 5), TNGSB Service & Sales Centre or Customer Service Counter, You must present your Identification Document, for verification and identification purposes. Alternatively, You can apply for an e-refund via TNGSB's e-Refund Portal, subject to Your Enhanced Touch 'n Go Card first being registered via the TNGSB Portal prior to the e-refund application.

6.1.5 Your refund status can be checked at the TNGSB Website or notified to You via e-mail or SMS.

6.1.6 The refund shall be credited to Your preferred banking account or Touch 'n Go eWallet, provided that the necessary information and documentation for the processing of the refund has been provided by You.

6.1.7 After Your Card Value has been successfully refunded, Your Enhanced Touch 'n Go Card will be automatically terminated by TNGSB.

6.2 Refund via Touch 'n Go eWallet

6.2.1 Please download the Touch 'n Go eWallet Application and verify your Touch 'n Go eWallet Account to facilitate the refund, subject to Clause 6.2.2.



6.2.2 The refund request will be processed if Your personal information, including but not limited to, Your NRIC number or passport number and contact number, as registered on the TNGSB Portal matches Your personal information on Your Touch 'n Go eWallet Account.

6.3 Refund via e-Refund Form on TNGSB Website

6.3.1 You can request for refund via e-Refund Form on TNGSB Website (<https://customerservice.touchngo.com.my/erefund/>).

6.3.2 Touch n' Go's e-Refund service is available for customers who have registered their Enhanced Touch 'n Go Card on TNGSB Portal. Register your Enhanced Touch 'n Go Card on TNGSB Portal, and you will be able to monitor Your transactions, view Your e-statements, update Your personal details and secure your balance in the event Your Enhanced Touch 'n Go Card gets lost/stolen.

6.3.3 Your e-Refund payment will be credited to Your preferred account based on the following:

Type of Customer	Condition
Malaysian	<ul style="list-style-type: none">• The bank account holder's name and the NRIC match with the registered card owner's name and NRIC number registered at TNGSB portal.• Payment to third party account is not allowed.• Refund to Touch 'n Go eWallet is only applicable for verified Touch 'n Go eWallet Account.
Non-Malaysian	<ul style="list-style-type: none">• Payment shall be made via telegraphic transfer (TT) which the fee shall be borne by customer.• The bank account holder's name and the passport number match with the registered card owner's name and passport number registered at TNGSB portal.• Complete foreign bank name, address and swift code (if applicable).• Payment to third party account is not allowed.• Refund to Touch 'n Go eWallet is only applicable for verified Touch 'n Go eWallet Accounts.

6.3.4 For lost/stolen Enhanced Touch n' Go Card eRefund request, the amount eligible for refund will be based on the available card balance on the date of the eRefund form submission.

6.4 Refund via TNGSB Service & Sales Centre

6.4.1 At TNGSB Service & SalesCentre, refund will be processed based on available mode of payment at the point of request by You.

6.4.2 Mode of payment is defined as crediting into Your bank account and/or Touch 'n Go eWallet Account.

6.4.3 You must present Your Identification Documents for verification and identification purposes.

6.4.4 If the refund is to be made in foreign currency, TNGSB shall refund to You via TT to Your designated bank account. All TT charges shall be borne by You. Amount refunded via TT will be upon deduction of any charges relating to mode of payment.

6.5 Refund Period

6.5.1 For all refund requests made via Touch 'n Go eWallet, e-Refund Form via TNGSB Website, and TNGSB Service & Sales Centre, the refund shall be credited to You within thirty (30) days upon TNGSB receiving the refund submission with complete information from You.



- 6.5.2 Complete information refers to those as stated in Clause 6.3 Your personal information, including but not limited to, Your name and ID, that is registered with the relevant bank account must match Your personal information registered with the Enhanced Touch 'n Go Card.

6.6 Refunds for Overcharged Transactions

- 6.6.1 You shall request for refund for overcharged transactions within two (2) months of its occurrence.
- 6.6.2 Refunds for overcharged transactions are subject to the Service Provider's verification.

6.7 Refunds for Overcharged Transactions (PLUS Highway only)

- 6.7.1 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.

- 6.7.2 You may refer to PLUS's Terms of Use at 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.

7.0 Indemnity and Limitation of Liabilities

7.1 Indemnity

- 7.1.1 You agree to indemnify TNGSB against all claims, losses, liabilities, proceedings, demands, costs and expenses (including legal fees) which may result or which TNGSB may sustain in connection with or arising from the provision of the Services to You due to (i) Your own act, omission, conduct, fault, negligence or fraud; (ii) Your breach or non-compliance with these Terms and Conditions; or (iii) breach by You of any applicable laws.

7.2 Exclusion of Liability

- 7.2.1 TNGSB, its Board of Directors, officers, employees, agents shall not be liable to You, or any third party authorized by or claiming through You for any loss or damage, whether direct or indirect, special or consequential, suffered by You or any person authorized by You, occasioned by:
- i. the use or inability to use the Services by You or any persons authorized by You;
 - ii. any act/omission by TNGSB, its Board of Directors, officers and/or employees in relation to the Services;
 - iii. any act/omission by the Service Providers in relation to the Services, howsoever caused;
 - iv. any loss, distortion or corruption of data arising from the use of the Services;
 - v. any unlawful or unauthorized access to Your Enhanced Touch 'n Go Card data; and/or
 - vi. Your failure or delay in updating TNGSB as to any changes to Your information or details pertaining to Your Enhanced Touch 'n Go Card.
- 7.2.2 Notwithstanding the above, in the event TNGSB is liable to You for whatsoever reason, TNGSB's liability shall be capped at Your remaining Card Value or the sum of RM500.00 only, whichever is lower.

7.3 Fraud and Irregularities

- 7.3.1 Notwithstanding anything in these Terms and Conditions, in the event there are suspected fraud or irregularities in the Card Value, TNGSB shall not recognize the Card Value and no refund shall be made to you on any suspected fraudulent transactions. TNGSB shall not be



held liable or responsible in relation to any claim made by You or any third parties on the Card Value.

8.0 Privacy Notice

8.1 Personal Data

8.1.1 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 TNGSB's Privacy Notice which can be accessed at TNGSB's website at [Privacy Notice](#) page, 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.

8.1.2 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.

9.0 Miscellaneous

9.1 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.

9.2 In addition to the Terms and Conditions contained herein, all Card Transactions transacted using the ATM shall additionally be governed by the relevant bank's ATM Terms and Conditions.

9.3 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.

9.4 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.

10.0 Additional Terms and Conditions Applicable for Product Customized Card

TNGSB may from time-to-time issues Product Customized Cards in collaboration with its business partners. Additional terms and conditions may be applied by our business partners. Please refer to the following:

- i. Touch 'n Go Zing Card: This Card has an auto-reload function. This card is issued by the participating financial institutions. It is linked with the user's credit or debit card Account which will be debited with the auto-reload value. In addition to these Terms and Conditions, the Zing Cards are also subject to the terms and conditions imposed by the respective financial institutions.
- ii. Tesco Clubcard: This card can be obtained at selected Tesco stores. Please refer to the terms and conditions applicable for Tesco Clubcard holders at the Tesco Malaysia website.
- iii. Watsons Card: A 2-in-1 card that provides reward points for Watson members in addition to the benefits You are entitled to with TNGSB. Clause 2.8 shall not apply to



these cards. Please refer to the terms and conditions applicable for Watsons card holders at the Watsons Malaysia website.

- iv. Touch 'n Go Photocard: Personalise card with Your own chosen photo(s) or graphic(s). The card is sold at Touch 'n Go Service & Sales Centres. Please refer to the additional terms and conditions applicable for the photocard at <https://www.touchngo.com.my/00/Photocard-Annexure.pdf>;
- v. MyKad: The Government Multi-Purpose Smart Card with Touch 'n Go features. The card shall at all times be the exclusive property of Jabatan Pendaftaran Negara and You shall not transfer MYKad to any other person. Clause 2.8 shall not apply to MyKad.
- vi. Touch 'n Go BIZSpoke Card: Formerly known as "Special Design" card provided by TNGSB. It is a custom-made card specially created for TNGSB business partners to be issued to their customers.
- vii. Limited Edition Card: Enhanced Touch 'n Go Card with limited edition designs sold only for an exclusive period. Based on Clause 2.7.2 on Card Replacement within thirty (30) days of purchase, customer may request for a replacement if the Limited Design Card is found faulty/damaged. The card will be replaced with the same limited edition design card as purchased by the customer.