

BUSINESS ACCOUNT TERMS AND CONDITIONS (ENGLISH VERSION)

This Business Account (hereinafter defined) is made available by TNGD subject to the Merchant Agreement and Terms and Conditions herein ("**Terms and Conditions**"). You acknowledge that you have read and fully understood these Terms and Conditions prior to your access and use of the Business Account. Your Activation and use of the Business Account constitutes your unconditional acceptance of these Terms and Conditions as may be amended by TNGD from time to time. Any person that you allow to access the Business Account using your Account shall also be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please do not continue with the registration process or Activation.

DEFINITIONS

For the purpose of these Terms and Conditions, the following terms shall have the meanings as defined below:-

"Account"		means the account created with TNGD when you register for the Service;
"Account Verification (eKYB)"		means the electronic process to validate the identity of a user by verifying the personal details of the user;
"Activation"		means the point in time when the Service is activated in the Mobile Payment System;
"Applicable Laws"		means the laws, regulations, policies, guidelines, rules, and requirements (whether or not having the force of law) in the relevant jurisdiction governing TNGD and/or the Merchant (as may be applicable), including but without limitation to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Financial Services Act 2013, Money Services Business Act 2011, Personal Data Protection Act 2010 and shall include such other requirements that TNGD stipulates from time to time;
"AMLATFPUAA"		means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and includes the subsidiary legislation, guidelines, policies, and other similar documents issued by the relevant federal or local authority and provisions of the statute include such statutes and provisions as modified, recertified or re-enacted;
"Authenticated"		means a confirmation sent by you to TNGD authorizing a particular Transaction undertaken by you. Such authentication shall be in a manner stipulated or determined by TNGD from time to time including but not limited to keying in your merchant identification number;

“Available Balance”	means the amount of money which is standing in credit in your Account, which is available for your use subject to the Account Limit and Transaction Limit herein imposed;
“Bank”	means the authorized bank appointed by TNGD to act as a remittance agent for the Services;
“Bank Negara Malaysia” or “BNM”	means Bank Negara Malaysia or the “Central Bank of Malaysia”, a statutory body corporate tasked and empowered with all due authority to regulate and supervise financial and other institutions in Malaysia;
“Business Day”	means any day other than Saturday, Sunday, a public holiday or a holiday observed by banks and financial institutions in Kuala Lumpur, Malaysia;
“Business Account”	means a digital account feature available to eligible Merchants registered on TNG eWallet for the purposes of enabling the Service;
“Cleared Funds”	means the sum of monies collected from the Merchant in respect of a Transaction less the MDR and/or any other fees (as may be applicable);
“CSA”	means TNGD’s customer service agent which can be contacted at +603-50223888;
“Device Biometrics Verification”	means the feature that allows the usage of the Mobile Device’s biometric authentication module, such as but not limited to, face ID or fingerprint ID, to perform authentication of your identity in replacement of other authentication methods;
“Disclosing Party”	means the Party who discloses Confidential Information to the Receiving Party;
“Face Verification”	means a facial recognition and authentication technology which can be used to replace other authentication methods;
“Government Authority”	means Bank Negara Malaysia and any other government (including quasi-government) ministry, agency, institution, local authority or department having jurisdiction over TNGD and/or the subject matter herein;
“Individual Trader”	refers to a sole trader who has completed the registration process and been successfully accepted and registered with TNGD as an individual trader, who is further described in the Merchant Registration Form or Merchant Dashboard;
“Linked Mobile Devices”	means a Mobile Device which is linked to your Account which is to be used for the TapSecure feature and any other feature or security measure which may be implemented from time to time.

You may only have one (1) Mobile Device linked to your Account at a time and you may change your linked Mobile Device in accordance to the manner as set out by TNGD from time to time;

“Loss(es)”	includes loss, damage, claim, costs, subscription fees, charges, damages, and/or expenses of whatsoever nature without limitation arising from the contract, tort, equity, or any other principles of law or legal theory (including any loss of profits, loss of savings, loss of data, loss of opportunity, loss of goodwill, special, incidental, punitive or exemplary losses and consequential damages) and howsoever arising whether direct, indirect, joint, several, actual, contingent or otherwise (including legal fees on a full indemnity basis) and includes without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers and unauthorized or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising;
“Merchant”	shall refer to the Individual Trader and Registered Merchant who has been successfully registered and approved by TNGD;
“Merchant Agreement”	means the merchant agreement that is entered into between the Merchant and TNGD which governs the terms and conditions under which the Merchant may accept TNG eWallet as a payment channel;
“Merchant Dashboard”	means the dual feature in the TNG eWallet which allows Merchants to track sale transactions and history records;
“Merchant’s Designated Bank Account”	means a Ringgit Malaysia account held by, in the name of, and maintained by the Merchant at a licensed financial institution or bank in Malaysia and recognized and acceptable to TNGD;
“Mobile Device”	means a portable computing device such as smartphone or tablet to access the Service;
“Mobile Payment System”	means the mobile payment system used by TNGD to provide the Service including the payment system platform commissioned by TNGD to facilitate the payment of goods and services;
“Personal Information/Data”	means your information/data collected by TNGD for the provision of the Service, either directly or indirectly, including but not limited to your name, address details, telephone number and others;
“Receiving Party”	means the Party who receives Confidential Information from the Disclosing Party;
“Registered Merchant”	means a business entity registered with the Companies Commission of Malaysia (SSM);

“Reload”	means the adding of money into the Account (subject to the account limit) via the available channels to enable you to use the Service;
“Service”	means the provision of the Account and the enabling of the Transactions through the Business Account;
“TapSecure”	means an authentication method using your Linked Mobile Device to “Approve” or “Reject” certain Transactions which is in addition and/or can be used to replace other authentication methods. For the avoidance of doubt if your TNG eWallet is deleted or your Account is logged out on your Linked Mobile Device, you will not be able to use the TapSecure authentication method and in certain circumstances, you may not be able to proceed with your transactions;
“Terms and Conditions”	means these Terms and Conditions which govern the access to and/or the use of the Business Account;
“TNGD”	refers to TNG Digital Sdn. Bhd. (Registration No: 201701042478 (1256651-M)), a company incorporated under the laws of Malaysia with its corporate office at Level 5, Tower 6, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur and includes its successors and assigns;
“Touch ‘n Go eWallet” or “TNG eWallet”	means a software application on a mobile application or device through which the Business Account is provided by TNGD;
“Transaction”	means any transactions performed by you via the Business Account expressed in Ringgit Malaysia;
“Transaction Limit”	means the transaction limit for the Business Account as set out in Clause 2.3 herein;
“User”	means an individual or legal person subscribing to and using the Touch ‘Go eWallet;
“You”, “your”	shall mean the Merchant.

1. USE OF THE SERVICES

- 1.1. In exchange for the mutual commitments contained in these Terms and Conditions, TNGD undertakes to provide the Services to you on an “as is” basis from the date of acceptance of these Terms and Conditions.
- 1.2. To use the Service, you need to download the TNG eWallet on your Mobile Device, create an Account with TNGD, and successfully complete the Account Verification process. Once the Account is created and the Account Verification process is successfully completed, you will be assigned an account limit amount, which will be determined and allocated based on your specific categorization as further specified in Clause 2.3 below.

- 1.3. You acknowledge and agree that by completing the Account Verification process, TNGD may use the relevant Personal Information/Data for identity verification and/or authentication purposes. Notwithstanding your successful completion of the Account Verification process, TNGD may, at any time, require you to re-conduct such Account Verification for any reason whatsoever.
- 1.4. TNGD may undertake scheduled maintenance and/or emergency maintenance of the Business Account at any time.
- 1.5. You agree that the provision of the Services shall not encompass any form of foreign currency exchange or conversion and all transfer of monies, e-money or legal tender hereunder between you shall only be in RM. Unless indicated otherwise, all fees and other monetary amounts are quoted in RM.

2. ACCOUNT TYPE, ACCOUNT LIMIT AND FUNCTIONALITY

- 2.1. The Business Account is made available to you by TNGD at its sole discretion to enable you to perform the Transactions.
- 2.2. The Business Account feature is available to both Individual Traders and Registered Merchants who are registered on the TNG eWallet.

Business Account Limit

- 2.3. An overview of the Business Account sizes and its limitations is as follows:

Merchant Account Type	Individual Trader	Registered Merchant
Account Limit	RM60,000.00	RM500,000.00
Monthly Transaction Limit	RM75,000.00	RM625,000.00
Annual Transaction Limit	RM720,000.00	RM6,000,000.00

Notwithstanding any other provisions, all Transactions shall be subject to a maximum single Transaction Limit of RM9999.99 per payment and/or per transfer. This Transaction Limit is fixed and cannot be adjusted by you. TNGD shall not be liable for any failed Transactions caused by or attributable to the single Transaction Limit. TNGD reserves the right to modify this Transaction Limit from time to time.

- 2.4. You agree that your usage of the Business Account shall be in accordance with the Transaction Limit as set out in Clause 2.3 and 2.4 above.
- 2.5. The account limit of the Individual Trader and Registered Merchant shall be subject to revision in accordance with any instructions, regulations, rules and guidelines prescribed by Bank Negara Malaysia.

Business Account Functionality

- 2.6. You may only have one (1) Business Account per one registered business. You are required to register your Account on your own device.
- 2.7. By activating the Face Verification feature, you hereby consent and agree that any instructions or usage of the Business Account authenticated by the Face Verification feature shall be valid and binding and TNGD shall not be obligated to request other forms of authentication. TNGD shall keep a copy of your biometric details as may be required for the usage of the Face Verification feature. You further acknowledge that you shall not register any other individuals' biometric details for the purposes of Face Verification and in the event you shall register any other individual's biometric, TNGD shall consider all such transactions authenticated with Face Verification as valid and binding.
- 2.8. By activating the Face Verification feature, you hereby consent and agree as follows:
 - 2.8.1. that any instructions or usage of the Business Account authenticated by Face Verification feature shall be valid and binding and TNGD shall not be obligated to request other forms of authentication;
 - 2.8.2. that TNGD shall be entitled to deem that you were the person authenticating any instructions or usage of the Business Account which were authenticated by the Face Verification feature;
 - 2.8.3. that the Face Verification feature is performed by the Mobile Device where your Account is logged into using the Mobile Device's biometric authentication module;
 - 2.8.4. that the Business Account will be accessing your biometric details as saved and/or registered on the Mobile Device and that TNGD shall be allowed to access and use such information;
 - 2.8.5. that the Mobile Device's biometric authentication module is not provided by TNGD and that TNGD makes no representations or warranties in any way whatsoever, including but not limited, to the functionality or security of such biometric authentication module; and
 - 2.8.6. You further acknowledge that you shall not register any other individuals' biometric details for the purposes of Face Verification and in the event you shall register any other individual's biometric, TNGD shall consider all such transactions authenticated with Face Verification as valid and binding.
- 2.9. You acknowledge that for security purposes, TNGD may require you to provide additional verification and/or authentication in any manner that TNGD may determine including but not limited to Face Verification or TapSecure.
- 2.10. Your Account allows you the usage of numerous functions on the Mobile App. Please note that the usage of your Account and the Services may be further subject to the relevant terms and conditions of each function.

- 2.11. You shall provide accurate and complete information to TNGD and inform TNGD immediately of any changes in any particulars of your Personal Information/Data. You may update and/or change your contact number or e-mail address through the profile update service in the Mobile App. If you wish to update and/or change any particulars of your Personal Information/Data other than those mentioned herein, please contact the CSA. You hereby acknowledge that your name, e-mail address and mobile number and such other personal information may be made available by TNGD to another third party or Bank for verification or other lawful purposes.
- 2.12. You shall not fraudulently register the Account. If TNGD discovers that you are impersonating another person, whether an individual or another legal entity, TNGD may immediately terminate the Account and report such fraudulent activity to the relevant authorities.
- 2.13. You shall, at all times be solely responsible to keep confidential and safeguard your Account details. You shall not disclose and/or share your login credentials, authentication details, and/or security credentials to any person. If you key in the wrong credentials as required, it may result in your Mobile Application access being suspended. To reactivate your Mobile Application access, you can reactivate via phone call to our careline. You shall be solely responsible and liable for any use and misuse of your Account and all activities that occur under your Account. Furthermore, you shall be solely responsible to ensure that your Linked Mobile Device is not used and/or accessed by anyone to protect your TapSecure.
- 2.14. The Account is not transferable nor assignable to any third party and shall be exclusively used by you. The Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever.
- 2.15. You may add money into your Account whenever your Available Balance falls below the Account Limit and you may at any time use the Service subject to your Available Balance and up to the Transaction Limit. The imposition of the Account Limit and Transaction Limit is to avoid any fraudulent, illegal or unlawful transactions including but not limited to breaches of regulation and guidelines under the Financial Services Act 2013 and AMLATFPUAA.
- 2.16. By registering for the Account, you authorise TNGD to rely and act upon all communications and instructions given by you. The Transactions carried out are not always simultaneous with any instructions given at any time. Although the Account and/or Service is accessible outside any Business Days, certain instructions may only be processed on a Business Day.
- 2.17. The record of all Transactions authenticated through the prescribed method shall be binding and conclusive evidence of your Transactions. Any information, instructions, approval, and/or confirmation which have been authenticated shall be deemed to have been issued by you notwithstanding that such information, instructions and/or confirmation may have been issued by a third party, whether authorised or otherwise, TNGD shall deem that the Services has been accessed legitimately and the Transactions conducted shall be valid. TNGD shall not entertain any request to reverse any wrongful Transactions authenticated through the prescribed method.
- 2.18. You may view your Transaction history up to the previous ninety (90) days by logging into the Mobile App. You should regularly log in to the Mobile App to review your Transaction history and to make sure that there have not been any unauthorised Transactions. You shall check and verify all Transactions including, without limitation, the amount and recipient information. Upon receipt

of your written request, TNGD may at its absolute discretion provide you with the physical statement of accounts, records and details of your Transactions provided always that such details requested for relate to Transactions which are not more than three (3) months old.

- 2.19. Notwithstanding anything contained in these Terms and Conditions, TNGD may reject any of your instructions relating to the use of the Service or any Transaction, if:-
- (a) the Service is in breach of any of the terms and conditions herein mentioned; or
 - (b) TNGD suspects the instructions may be fraudulently issued or determines that the use of the Service poses a risk to the Mobile Payment System.
- 2.20. You shall not be entitled to receive any interest or other profits in anyway whatsoever in relation to the Service.
- 2.21. TNGD does not make any warranties and/or representations whatsoever in respect of the goods or services being the subject matter of a Transaction including, but not limited to, the quality, merchantability, safety, and/or legality thereof. For the avoidance of doubt, TNGD does not make any warranties or representation as to profitability of any financial product.
- 2.22. TNGD makes no warranty, representation, or undertaking, whether express or implied, that the Business Account, including any revisions, updates, upgrades, modifications, or subsequent versions, will be compatible with your mobile device. It is your sole responsibility to ensure the compatibility of the Business Account with your mobile device at all times. You acknowledge and agree that TNGD shall not be liable in any way for any losses, damages, liabilities, costs, or expenses that you may suffer or incur as a result of the Business Account being incompatible with your mobile device.
- 2.23. The record of all Transactions performed using the Business Account, authenticated via your registered Transaction PIN and mobile device number, shall be deemed binding and conclusive evidence of such Transactions. Any information, instructions, or confirmations sent from your registered mobile device via your Account will be treated as having been issued by you, even if it was sent by a third party, whether authorized or unauthorized. TNGD shall consider such access to the Services and all resulting Transactions as legitimate and valid. TNGD shall not entertain any requests to reverse or refund wrongful Transactions that were authenticated using the Transaction PIN and mobile device or mobile number registered to your Account.

Payment Settlement

- 2.24. Upon successful registration for the Business Account, you acknowledge and agree that the Business Account shall constitute the primary settlement for all your Cleared Funds. All payments, settlements, and fund transfers related to your Transactions shall be credited to the Business Account by default.
- 2.25. The Merchant will be granted access to the Merchant Dashboard in the TNG eWallet which allows the Merchant to keep track of the sales at each outlet. The usage of the Merchant Dashboard shall be for the Merchant's reference purposes only. Any dispute with regards to the sales shall be referred to the terms and conditions herein. The Merchant shall be solely responsible to ensure that only the relevant personnel are granted access to the staff account and TNGD shall not be

responsible of any misuse of the Merchant Dashboard in any way whatsoever. The usage of the Merchant Dashboard shall be subject to any guidelines or directives as may be issues by TNGD from time to time.

- 2.26. Reversal and Refund of Payments: For the avoidance of doubt, the provision of the Services shall not be subject to any refund, warranties, merchantability, or suitability for use in respect of the Transaction.

DuitNow Transfers

- 2.27. By utilizing the DuitNow transfer function, you may:
- (a) Receive funds into the Business Account via DuitNow transfer;
 - (b) Transfer funds from the Business Account to any registered DuitNow participant.

Dormant Account

- 2.28. If there is no transaction on your Account and/or you have not logged in your Account for a consecutive period of 365 days, your Account will be suspended and be considered as a dormant account. If there is no transactions for a consecutive period of 180 days after your Account is suspended, your Account will be blocked.
- 2.29. Any remaining balance in your Account after seven (7) years of being dormant shall be transferred to the Registrar of Unclaimed Money.

3. YOUR RIGHTS AND OBLIGATIONS

- 3.1. You shall:-
- (a) Ensure that you use your Business Account for its intended use only primarily for payment, transfer, receipt of Cleared Funds and to obtain goods and services. For the avoidance of doubt, the Business Account is provided to you by TNGD at its sole and absolute discretion to enable you to perform the Transactions and shall not be used outside its intended use;
 - (b) Ensure that you download or have downloaded the Mobile Application from either Google Play Store, the Apple App Store, or Huawei App Gallery. You shall not download the Mobile Application from any other sources. You shall be fully responsible for any losses or damages you may suffer in anyway whatsoever should you breach the terms of this clause;
 - (c) Ensure that you do not use the Mobile Application on any illegally modified devices such as jailbroken devices, rooted devices or any device that has been altered in any way whatsoever. In the event you may utilize such a device, TNGD shall not be liable in anyway whatsoever for any and all losses or damages which you may suffer including but not limited to any financial and/or information loss;
 - (d) Ensure the compatibility of your Mobile Device with the Mobile Payment System. In the event that any changes or upgrades are introduced to the Mobile Payment System, you shall ensure the continued compatibility of your Mobile Device and be responsible for all equipment and Mobile Applications necessary to use the Service. You shall be fully

responsible for integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service or broadcasted by you or any other persons using your Mobile Device;

- (e) Use the Service in good faith and comply with the Terms and Conditions and all applicable laws of Malaysia relating to the Service, (including but not limited to Bank Negara Malaysia (BNM)'s Rules and Regulations/Guidelines, Communication and Multimedia Act 1998, the Financial Services Act 2013, Unclaimed Money's Act 1965, AMLATFPUAA), and all subsidiary legislations, rules and regulations, notices, instructions or directives issued thereunder by the government, relevant authorities and regulatory agencies, and/or any notices, instructions, directives or guidelines given by TNGD in connection with the Service which may be amended from time to time; and
- (f) Ensure that all information and data provided to TNGD including personal data is true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. TNGD shall not be responsible and liable whatsoever and howsoever to the Merchant due to any inaccurate or incomplete information and data provided to TNGD;
- (g) Take all reasonable steps to prevent the fraudulent, improper or illegal use of the Account and/or Service and theft or loss of your Mobile Device and immediately notify the CSA upon the discovery of such fraud, improper or illegal use, theft, loss, or any other occurrence of unlawful acts. You shall, if instructed by TNGD, lodge a police report on the same and give TNGD a certified true copy of such report.
- (h) Take all reasonable steps to prevent fraudulent, improper or illegal use of the Services;
- (i) Cease to utilize the Services or any part thereof for such period as may be required by TNGD;
- (j) Ensure that any person granted access to view the Merchant Dashboard and Business Account has been duly authorized by you to do so;
- (k) Be fully responsible for any, and all data transmitted or broadcasted from your mobile device whether performed by yourself or any other person;
- (l) Be fully responsible for the integrity of all information and data transmitted, disclosed and/or obtained through the use of the Services.

3.2. You shall not:

- (a) Register multiple Business Account with the intent of engaging in unlawful or dishonest activities, including but not limited to obtaining excessive or undue benefits from the Services provided on the TNG eWallet;
- (b) Use the Business Account and/or its Services in a way that imposes an excessive or disproportionate load on the Services or on TNGD's system infrastructure;

- (c) Use the Service for any purpose which is against public interest, public order or national harmony or for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or transmitting any content which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character or in any other manner which may result in complaints, claims, disputes, penalties or liabilities to TNGD;
 - (d) Hack into, access, tamper, breach or circumvent any authentication or security of any host, network or account of TNGD or its provider's computer systems or interfere with service to any user, host or network, including, without limitation, sending a virus;
 - (e) Use any of TNGD's trademarks, logo, URL or product name without TNGD's express written consent;
 - (f) Fraudulently register for the Business Account;
 - (g) Use the Business Account to engage in money-laundering, terrorism financing, drug trafficking, wagering or other fraudulent, illegal or criminal activities against the law;
 - (h) Assign, transfer or sub-contract any of the Merchant's rights or obligations under these Terms and Conditions to a third party.
- 3.3. You acknowledge that the Service is, and shall remain, at all times, the property of TNGD and you shall:-
- (a) exercise all due care and diligence in the use and maintenance of the Account and Service; and
 - (b) not tamper or allow anyone to tamper with the Mobile Device, the Account and/or the Service (including, but not limited to, the software and the data recorded in the Mobile Payment System) in any way. Tampering with the data on the Mobile Payment System may be a criminal offence and TNGD will not honour any Transaction and benefits, if your Account and/or the Services, and/or TNG Card has been tampered with. TNGD shall have the right to recover all reasonable cost, expenses, losses and damages suffered or incurred by TNGD (including all reasonable legal expenses) as a result of you altering or interfering or allowing a third party to alter or interfere with the data on your Account and/or the Services.
- 3.4. You hereby agree to permit, consent and authorize TNGD to obtain credit and financial information relating to you from third parties including, but not limited to, third party credit rating agencies and/or to undertake credit and financial reviews on you.

4. PRIVACY

- 4.1. Clause 4 herein shall be read together with the TNGD Group Privacy Notice which can be found on TNGD's website. In the event of any inconsistencies, any interpretation or construction of this clause and the TNGD Group Privacy Notice shall be read together to make the best commercial sense.

- 4.2. You agree that by registering for the Account, you consent for your Personal Information/Data to be used and/or disclosed in accordance with the Personal Data Protection Act 2010.
- 4.3. The Personal Information/Data provided by you may be held in a database and TNGD may use, store, analyse and transfer and/or exchange such information with all such persons as may be considered necessary. TNGD may use, disclose to third parties and process your Personal Information/Data provided by you to TNGD for the following purpose:
- (a) processing your application and providing you with the services / products of TNGD, as well as services and products by other external providers provided through TNGD;
 - (b) to enable communication;
 - (c) managing your relationship and Account with TNGD;
 - (d) for administrative purposes and any other ancillary matters related to the provision of services related to TNGD; and
 - (e) sending you marketing, advertising and promotional information about other products/services that TNGD and its affiliates, related corporations and third-party services providers/agents may be offering or which TNGD believes may be of interest or benefit to you. Additionally, our related, affiliated, and/or associated companies, our merchants, and strategic partners may contact you about products, services and offers, which we believe may be of interest or benefit to you. You have the right to opt out from receiving marketing messages. If you wish to opt out from receiving marketing messages, please visit your profile page in the Mobile App and follow the instructions stated. If you do not opt out from receiving marketing messages, you will be deemed to have consented to receiving such messages by TNGD, our related affiliates, and/or associated companies affiliated, and/or associated companies, our merchants, and strategic partner.
- 4.4. TNGD may monitor and record all Transactions and communications that may take place between TNGD and you for TNGD's business purposes (including but not limited to quality control and training, prevention of unauthorised use of TNGD's telecommunication systems, ensuring effective systems operation and prevention and detection of crime).
- 4.5. You hereby agree, consent, and allow TNGD to extract, disclose and/or release any information in the possession of TNGD relating to you (including your Personal Information/Data), the particulars of the Transaction(s) or any designated account relating to the Transaction(s) or any other data required for the purpose of investigating any claim or dispute arising out of or in connection with the Transaction(s) or to be used as evidence in court or in the event of any suspected misuse of the Service. You hereby agree that in the event of a dispute or claim of any nature arising in respect of any Transaction(s), the records of the Transaction(s) available from TNGD shall be used as sole reference and basis of settling such dispute or claim. Your agreement and consent under this Clause shall survive the termination of the Service.
- 4.6. In addition to the TNGD Group Privacy Notice, TNGD may additionally disclose your Personal Information to the following classes:
- (a) affiliated companies with TNGD;
 - (b) Persons/Organizations required under law or where disclosure is necessary for the purposes of compliance with applicable laws or in response to relevant authorities' requests;
 - (c) Government agencies, statutory authorities, enforcement agencies under law; and

- (d) TNGD's contractors, service/product providers, consultants, auditors, accountants, solicitors, and advisors.
- 4.7. You further agree, consent, and allow TNGD to analyse, disclose, and/or release any information in the possession of TNGD relating to you and any data derived therefrom, including but not limited to your Personal Data to any credit reporting agency registered under the Credit Reporting Agencies Act 2010.
- 4.8. The Personal Information/Data requested by TNGD are mandatory which you must provide and agree to the processing of such Personal Information/Data. Should you decide not to provide any or all of the Personal Information/Data, TNGD will not be able to proceed with the provision of the Services.
- 4.9. Subject to the provision of the Personal Data Protection Act 2010, you shall have the right to access your Personal Information/Data by requesting for a copy of your Personal Information/Data and request to rectify or update your Personal Information/Data. You have the right to opt out from giving your consent for your Personal Information/Data to be used and/or disclosed by TNGD in the manner stated under this Clause 3 and under the Personal Data Protection Act 2010. If you wish to opt out, please contact the CSA at +603- 5022 3888 or submit a request to tngd.my/careline-webform. Please note however that if you opt out from giving your consent, TNGD will not be able to continue to provide the Service to you and you will not be able to use the Service.
- 4.10. TNGD acknowledge that the document or information collected by TNGD from You relating to the affairs of your account as a customer of TNGD will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013 (FSA).

5. TERMINATION AND SUSPENSION

- 5.1. Notwithstanding anything in these Terms and Conditions, TNGD may immediately change the procedures or mode of operation of the Service without giving any reason or notice to you.
- 5.2. In addition to TNGD's rights under Clause 5.1, TNGD shall be entitled to immediately suspend or terminate your use of the Service (or any part thereof, including any benefits under the Service) and your access to the Account or take any necessary action TNGD may deem fit, with or without any notice to you, upon the happening of any of the following events:-
 - (a) if in the opinion of TNGD, there is dishonesty, suspected fraud, abuse, not used in good faith, not use as intended, illegality, criminality or misrepresentation in the conduct of your Account or your use of the Services;
 - (b) if you have used your Account or the Business Account outside its intended use as set out in Clause 3.1(a). Any use outside these intended purposes or any engagement in fraudulent, illegal, or suspicious activities is strictly prohibited and shall constitute a material breach of these terms;
 - (c) if you are in breach or TNGD have reasonable grounds to believe that you have breached any of the provisions of these Terms and Conditions, and/or any applicable terms and conditions

of any new services as may be provided by TNGD from time to time, or have engaged in any conduct prejudicial to TNGD or if in the opinion of TNGD, your acts are prejudicial to TNGD's interest;

- (d) if you are in breach of any acts, statutes, laws, by-laws, rules and / or regulations imposed by any party, regulatory body or government agency;
- (e) if you have submitted false documents or have declared false information during your application for the Service;
- (f) if you have acted in bad faith or with malicious intent;
- (g) if you have been blacklisted by any financial institutions, licensed banks or money issuers in Malaysia or abroad;
- (h) if you are from a sanctioned or high-risk country;
- (i) if you are included in our internal watch lists;
- (j) if your name is listed under any regulatory watchlist (including but not limited to listing related to terrorism and terrorism financing under the AMLATFPUAA);
- (k) if you are included in the Specially Designated Nationals (SDN), politically exposed persons (PEP), or relatives or close associates of PEPs (RCA) lists or other relevant money laundering and terrorism financing information sources, watchlists, or related databases maintained or provided by both domestic or foreign authorities from time to time, including but not limited to, Bank Negara Malaysia (BNM), United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), and the Financial Action Task Force (FATF);
- (l) if you or your Account has been detected for money laundering, terrorism financing, fraudulent, illegal and other suspicious activities; and/or
- (m) if you fail to provide any additional information which TNGD may request from you from time to time.

- 5.3. You may, at any time, terminate the Service by giving notice of such termination via the Mobile App only. If you have any Available Balance in the Account, you must ensure that you provide to TNGD the correct bank account details and any other information as may be required by TNGD to enable TNGD to process the termination of the Service and refund the Available Balance to your bank account within fourteen (14) working days. If you do not have any Available Balance in the Account, the Service shall be deemed to be terminated immediately upon receipt of the termination notice by TNGD via the Mobile App.

6. CONSEQUENCE OF TERMINATION/SUSPENSION

- 6.1. Upon termination of the Service by TNGD pursuant to Clause 6.2, TNGD may notify you of such termination whereupon, you must ensure that you provide to TNGD the correct bank account details and any other information as may be required by TNGD to enable TNGD to refund the Available Balance to your bank account within fourteen (14) working days or within twelve (12)

working days upon receipt of the correct bank account details and any other information as may be required by TNGD.

- 6.2. If TNGD terminates or suspends the Service or any part thereof pursuant to Clause 5, TNGD shall not be obliged to refund the Available Balance until and unless clearance has been obtained from the relevant authorities, if applicable.
- 6.3. TNGD shall not be liable for any losses or damages suffered by you due to any incorrect banking information provided by you.
- 6.4. In the event your Account is suspended for any reason whatsoever, the associated Business Account shall be automatically suspended for an indefinite period. Following such suspension, the Business Account shall be terminated after the withdrawal of any remaining funds by the account holder. The time period for fund withdrawal shall be determined by TNGD in its sole discretion. Any funds not withdrawn within the specified period may be subject to TNGD's dormant account procedures.
- 6.5. The provisions of this Clause 6 are without prejudice to TNGD's other rights and remedies under these Terms and Conditions or at law.

7. CHANGE OF MERCHANT OWNERSHIP OR NATURE OF BUSINESS

- 7.1. You acknowledge and agree that the Business Account is non-transferable and non-assignable under any circumstances whatsoever. In the event of any change in ownership or business structure, you must terminate your Business Account in accordance with the termination procedures set out by TNGD. The new account owner seeking to utilize the Business Account must register separately as a new Merchant for the Business Account.

8. COOPERATION FOR COMPLIANCE WITH THE LAWS

- 8.1. The Merchant acknowledges that TNGD is obliged to comply with various financial and other laws and the Merchant hereby permits TNGD to conduct checks, audits, or investigation into the history of the Transactions carried out by the Merchant (together with any other relevant records and information) as part of TNGD's compliance with, in particular, the Anti-Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Financial Services Act 2013 (Act 758), Guideline on Electronic Money (E-money) issued by Bank Negara Malaysia, and with the Applicable Laws and Government Authorities generally.
- 8.2. The Merchant agrees to provide all necessary cooperation to TNGD to ensure compliance with the Applicable Laws and to investigate any suspected illegal, fraudulent, suspicious, or improper activity.
- 8.3. In addition, the Parties undertake to comply with all other Applicable Laws as may be applicable.

9. ANTI-MONEY LAUNDERING, ANTI-TERRORISM AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (AMLATFPUAA) AND FINANCIAL SERVICES ACT 2013 (FSA)

- 9.1. TNGD acknowledges that the document or information collected by TNGD from you relating to your affair or account as a customer of TNGD will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013 (FSA).
- 9.2. TNGD, its subsidiaries and officers shall comply in all material respects with all the applicable laws, regulations, guidelines and policies relating to AMLATFPUAA, including all, Regulations and Rules.
- 9.3. Without limiting the generality of the foregoing, to the extent required by the AMLATFPUAA, TNGD shall (a) maintain an anti-money laundering and anti-terrorism financing compliance program that is in compliance, in all material respects, with the AMLATFPUAA, (b) conduct, in all material respects, the due diligence required under the AMLATFPUAA in connection with the use of your account, including with respect to the origin of the funds used by you to add money into the account and (c) maintain sufficient information to identify you for purposes of compliance, in all material respects, with the AMLATFPUAA.
- 9.4. In the event your account is ceased, terminated or suspended by TNGD due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or AMLATFPUAA or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund on any monies in your account in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom TNGD.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. The Merchant represents and warrants to and for the benefit of the other as follows:
 - (a) It is duly organized and validly existing under the laws of jurisdiction of incorporation;
 - (b) It has (and will maintain) the power, capacity, right, authorization and has taken all necessary action (where applicable) to enter into, exercise its rights and perform and comply with its obligations under these Terms and Conditions;
 - (c) These Terms and Conditions constitutes its legal, valid and binding obligations, enforceable in accordance with the terms hereof;
 - (d) At all times it has and shall maintain all requisite licenses, permits, and other approvals necessary to engage in the advertising and/or provision of its goods and services as envisaged hereunder;
 - (e) It shall comply with all Applicable Laws with respect to: (i) its use of the Services; (ii) its dealings with its customers; and (iii) its processing, use and disclosure of the Customer's data;
 - (f) It does not and will not receive funds from any illegal, fraudulent, deceptive, and/or manipulative practice and it is not sending or receiving funds to or from an illegal source and/or be directly or indirectly involved in any other form of suspicious or wrongful activities.

11. REACTIVATION

- 11.1. In the event the Account and/or Service has been suspended and you request for reactivation of the same, TNGD may at its absolute discretion reactivate the Account.

12. REFUND OR ADJUSTMENT DUE TO ERROR

- 12.1. You are solely responsible for all products and services purchased using your Account, as well as for any payment you authorize and authenticate to be deducted from your Account. You agree and acknowledge that you are responsible for verifying and ensuring the accuracy of the transaction amount before proceeding with the transaction.
- 12.2. If you discover any error or discrepancy in your Account, you must contact the CSA within thirty (30) days from the date of the disputed transaction, failing which, you shall be deemed to have accepted the accuracy of your Transaction. If it is revealed in the course of TNGD's investigation that the disputed Transaction was indeed made in error, TNGD will refund the disputed sum directly to your Account upon completion of the investigation which will not exceed thirty (30) days from your complaint. TNGD reserves its right not to refund any disputed amount to you if TNGD believe you acted contrary to these Term and Conditions.
- 12.3. Notwithstanding the above, any refund by TNGD shall not, in and of itself, amount to completion of the investigation. TNGD may refund such sums to your Account based on preliminary investigation results. Upon the completion of the full investigation, if it is discovered that you are not entitled to the refund, TNGD may, in their sole discretion, either adjust your account and deduct the refunded sums from your Account or claim such sums from you.
- 12.4. In the event any incorrect sum was deducted from your Account, TNGD shall have the right(s) to make the necessary adjustment or deduction from your Account as required.

13. LIABILITY

- 13.1. This Service is provided on an "as is" and "as available" basis. TNGD disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to:-
 - (a) availability, accessibility, timeliness and uninterrupted use of the Service; and
 - (b) sequence, accuracy, completeness, timeliness or the security of any data, information provided to you as part of the Service.
- 13.2. TNGD will use reasonable endeavours to ensure that the Service is secured and cannot be accessed by unauthorised third parties.
- 13.3. You shall be solely responsible for any and all consequences of use or misuse of your Account, login credentials, and/or security credentials. You shall be responsible for all losses and payments (including the amount of any transaction carried out without your authority) due to your negligence or where you have acted fraudulently. For the purposes of this clause negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms and Conditions.
- 13.4. However, you will not be liable for any losses caused by system glitches, technical errors or other operational issues encountered at TNGD, toll operators, merchants or other relevant parties involved in the provision of this Service.

- 13.5. TNGD shall not be liable or responsible to you and/or to any other third party(s) for any costs, loss, or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your usage of the Service including but not limited to:-
- (a) your Account being hacked and/or theft of your login credentials and/or security credentials; and/or
 - (b) any resulting dispute between you and TNGD's merchant over any aspect thereof, including, but not limited to, issues relating to quality, merchantability, fitness for use, quantity, or delivery; and/or
 - (c) resulting from the purchase or investment in any financial products, which shall include the principal sum of such purchase or investment of financial products; and/or
 - (d) resulting from the exercise of TNGD's rights in these Terms and Conditions and/or which arise from your default.
- 13.6. Notwithstanding anything to the contrary contained herein, the maximum liability of TNGD shall not exceed in aggregate the sum of Ringgit Malaysia Three Thousand (RM3,000.00) only or an amount equivalent to the aggregate sum of the Available Balance and deposit (if any) of your Account at the date on which your claim arises, whichever is the lesser.

14. INDEMNITY

- 14.1. You shall indemnify and shall keep indemnified TNGD from any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the breach of these Terms and Conditions, the use of the Account and Service, content transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorised use or exploitation of the Services or part thereof.
- 14.2. You hereby agree to fully indemnify and to hold TNGD harmless from and against any claim brought by a third party resulting from your use of the Account, Service and TNGD's website and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by TNGD in consequence of such use of the Account, Service and TNGD's website, and/or your breach or non-observance of any of these Terms and Conditions and/or any applicable terms and conditions of any new services which TNGD may provide from time to time.
- 14.3. You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against TNGD arising from the above claims, and shall provide TNGD with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. All trademarks and other intellectual property rights used in relation to the Services belong to TNGD.

- 15.2. You acknowledge and agree that all trademarks and other intellectual property rights relating to the Services or any part thereof, whether presented to you by TNGD, advertisers or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws and all TNGD's rights therein are expressly reserved

16. ASSIGNMENT

- 16.1. You shall not assign or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof. TNGD may assign these Terms and Conditions in whole or in part to any third party at its discretion.

17. SUCCESSIONS BOND

- 17.1. These Terms and Conditions shall be binding upon your successors and permitted assigns. These Terms and shall be binding upon and enure to the benefit of TNGD's respective successors in title and assigns.

18. SEVERABILITY

- 18.1. 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.

19. WAIVER

- 19.1. TNGD's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by TNGD in writing.

20. NOTICES AND LEGAL PROCESS

- 20.1. TNGD may, in its sole discretion, serve you notice under these Terms and Conditions by posting such notice on the TNGD's website or any other online or other medium, which TNGD may introduce from time to time.

21. DIGITAL SIGNATURES AND AUTHORISED SIGNATORY(IES)

- 21.1. Instructions, communications and documents that are digitally signed using authorized digital certificates or electronic keys shall have the same legal effect, validity, and enforceability as handwritten signatures and paper-based documents.
- 21.2. All instructions, requests and communications in relation to the Services given to TNGD shall be signed by the person(s) authorized to operate the Merchant's Business Account ("**Authorised Signatory(ies)**"), unless specific written instruction is given to TNGD to allow designated alternate person(s). The signature of the Authorised Signatory(ies) on such instructions, requests and communications shall match the specimen signature in the record of TNGD, failing which TNGD has the discretion to decline acting the same.

22. AMENDMENT AND MODIFICATION OF TERMS AND CONDITIONS

- 22.1. TNGD reserves the right at its absolute discretion, from time to time, to vary, add to, delete or otherwise amend these Terms and Conditions or any part thereof by giving you twenty-one (21) days prior notice of such changes, additions or deletions. Your continued use of the Service after the effective date of any variation, addition, deletion or amendments to these Terms and Conditions shall constitute your unconditional acceptance of such variation, addition, deletion or amendments. You are advised to visit the TNGD's website from time to time to keep updated of the latest variation to these Terms and Conditions (if any).
- 22.2. The fees and charges imposed by TNGD pursuant to the Terms and Conditions may change from time to time. TNGD shall notify you of any changes to the fees and charges imposed by TNGD giving no less than twenty-one (21) days' prior to the effective date of the said changes to the fees and charges

23. LANGUAGE

- 23.1. In the event these terms and conditions are translated into a language other than English, it is done solely for convenience purposes, with only the English version of these terms and conditions to be valid and binding.

24. FORCE MAJEURE EVENTS

- 24.1. Without limiting the generality of any provision in these Terms and Conditions, TNGD shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom TNGD has no control over or any cause outside TNGD's reasonable control.
- 24.2. The Service may occasionally be affected by interference caused by objects beyond TNGD's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Mobile Payment System. In the event of such interference, TNGD shall not be responsible for any inability to use or access the Service, interruption or disruption of the Service.

25. GOVERNING LAW AND JURISDICTION

- 25.1. The terms and conditions of this Agreement shall be governed and interpreted according to the laws of Malaysia and subject to the exclusive jurisdiction of the courts of Kuala Lumpur.

26. DISCREPANCY AND CONFLICT

- 26.1. In the event there is conflict or discrepancy between any of the provisions of these terms and conditions and such other terms appearing elsewhere on the mobile application, the terms and conditions to the extent of such discrepancies and/or conflict shall take priority and precedence.

27. INQUIRIES OR COMPLAINTS

- 27.1. For further information, enquiries or complaints, you may contact the CSA at +603 5022 3888.
- 27.2. If the reply to your query or complaint is not satisfactory to you, you may 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
(Overseas: 603-2174-1717)
Fax: 603-2174-1515
Email: bnmtelelink@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.

[End of Terms And Conditions - English Version]