

kiplePark Terms of Use

20190409

1. GENERAL

- 1.1 These Terms of Use is applicable and binding upon you when you access and/or use our Property. In addition to these Terms of Use, additional terms and conditions may apply, depending how you access and/or use our Property.
- 1.2 Our Property is provided to you on an “as is” basis without any warranty of any kind and our liability to you in connection with your use of our Property is very limited. It is, therefore, important that you read the Agreement carefully before accessing and/or using our Property. By actually accessing and/or using our Property, you understand and agree that we will treat that you are agreeing to be bound by the Agreement in its entirety from that point onwards.

2. CHANGES

- 2.1 We can change any terms and conditions of the Agreement at any time without notice. As such, you should look at the Agreement regularly. When changes are made, it will be effective immediately upon posting on kiplePark Website. You understand and agree that if you continue to maintain an Account with us after the date on which such terms have changed, we shall treat you have accepted those changes.

3. PARENTAL AUTHORITY

- 3.1 **We will contract with you only if you are 18 years old and above. As such, please obtain your parent or guardian’s permission before accessing and/or using our Service. All Personal Data provided by a user and all transaction entered into with us shall be deemed to have been submitted by a user above 18 or has obtained the relevant permission from their parent or guardian.**

4. GLOSSARY

- 4.1 Definitions.
You can rely on the definitions provided in these Terms of Use unless we provide you with different definitions elsewhere in other Agreement. The following words are given the following definitions: -

“Account”	means the account you registered with us for the access and/or use of the Service.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).

“Agreement”	means these Terms of Use, product disclosure sheet, Privacy Policy, Contest terms and conditions, and/or any additional terms and conditions relevant and applicable to you.
“Appropriate Authority”	means (i) Bank Negara, (ii) the federal government of Malaysia, (iii) any state, province, regency, municipality or other political subdivision of Malaysia, (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (v) the relevant authority in a foreign country, if applicable.
“Auto Top-Up”	means the feature we make available (if applicable) which automatically Top-Up the stored e-Money in your e-Wallet with Auto Top-Up Value when the e-Wallet falls to the Preset Threshold.
“Auto Top-Up Value”	means the fixed monetary value set by you that will be added to your e-Wallet when the e-Wallet falls to the Preset Threshold.
“Available Balance”	means the actual amount of stored e-Money available at any time for usage in your e-Wallet, subject to the e-Wallet Limit.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio, files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.
“Contest”	means giveaways or contest organised by us, our Affiliate, and/or our agent.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of our Property, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Customer Service Support”	means +603 2714 6288, support@kiplepark.com or live chat.
“e-KYC”	means the electronic process to validate the identity of User.
“e-Money”	means the electronic money associated with your Account and stored in the e-Wallet, as a designated payment instrument under the provisions of the Financial Services Act 2013.
“e-Wallet”	means a digital wallet where e-Money is stored that allows User to

<p>“e-Wallet Limit”</p>	<p>make Transaction.</p> <p>means the maximum amount of e-Money that can be stored in your e-Wallet, as may be approved by us from time to time.</p>
<p>“Force Majeure”</p>	<p>means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect the use of the Property: -</p> <ul style="list-style-type: none"> (a) any acts, orders, decisions or decrees of any Appropriate Authority, (b) enactments of, changes in or the enforcement of any Law, (c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis, (d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, electromagnetic interference, emergency, ionizing radiation and contamination by radio-activity from any nuclear fuel, (e) act or omission of a Merchant, supplier, a third-party or any failure by manufacturer or supplier to supply us with certain Service, and/or (f) any other cause beyond our reasonable control arises or exists which has materially affected the provision of the Service.
<p>“Indemnified Party”</p>	<p>means, us, our directors, officers, shareholders, employees and/or Affiliate.</p>
<p>“Intellectual Property” or “Intellectual Property Rights”</p>	<p>means any and all vested, contingent and future intellectual property rights of whatever nature including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design rights and all similar property rights in any part of the world including those subsisting in inventions, concept, drawings, designs, computer programs, confidential information, goodwill and applications for protection of any of the above rights and all accrued rights of action and all other rights of whatever nature in relation to all media and throughout the world by virtue of or pursuant to any of the laws in force in each and every part of the world.</p>
<p>“Kiple” or “we” or “us” or “ours”</p>	<p>means Kiplepay Sdn Bhd (formerly known as Weboline Dot Com Sdn Bhd) (510377-P), and/or its Affiliate.</p>
<p>“kiplePark App”</p>	<p>means the mobile application made available by us in a digital distribution service that allows User to download, register, access</p>

	and/or use the Service, manage its Account, and it includes any updates, upgrades made available by us from time to time.
“kiplePark Website”	means www.kiplepark.com .
“kiplePay App”	means the mobile application that allows User to withdraw the stored e-Money to a bank account nominated by User, and the usage of kiplePay App is subject to the terms and conditions found in www.kiplepay.com .
“Law”	means Financial Services Act 2013, Bank Negara Malaysia Foreign Exchange Administration Rules, Unclaimed Money’s Act 1965, Anti-Money Laundering and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001, and any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“Merchant”	means a parking operator, retailer, or any other person, firm or corporation that accepts our Service and made available by us from time to time.
“Personnel”	means our employees, agents, contractors, subcontractors, and/or other representatives.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“PDPA”	means Personal Data Protection Act 2010.
“Post/Posted”	means to publish, display, submit and/or upload.
“Preset Threshold”	means the minimum value of e-Money set by you.
“Privacy Policy”	means a statement that discloses the ways we gather, use, disclose and manage the Personal Data and how you can opt-out, change, update and access your Personal Data
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.

“Property”	collectively means kiplePark, kiplePay App, kiplePark Website, Service, our Social Media, and/or any other platforms (whether known now or in the future) owned and/or managed by us or our Affiliate.
“Service”	means cashless parking solution that allows User to enter Merchant’s site, to perform certain Transaction, licence plate recognition, e-Wallet service, Top-Up service, Auto Top-Up service, and/or any other feature or functionality made available by us from time to time.
“Social Media”	means social media account such as Facebook, Google, Twitter, Instagram, or any other social media accounts.
“Top-Up”	means any FPX online banking, payment cards with debit or credit functions to make initial top-up and/or subsequent top-ups to the e-Wallet and any other designated payment channels or centres authorised by us for you to make initial top-up, and/or subsequent top-ups to the e-Wallet from time to time.
“Transaction” or “Transacted”	means any electronic parking transaction (whether on a daily basis, monthly basis, or valet service) effected with a Merchant through the use of kiplePark App.
“User” or “You” or “Yours”	means you, an individual, or persons who has applied for and has been granted the use of our Service.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted by you on Social Media.

4.2 Interpretations

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

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

5. YOUR PERSONAL DATA

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

6. GRANT OF RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

6.1 We grant you a personal, royalty-free, non-exclusive, non-transferable, non-assignable, revocable and limited licence to access, and/or use the Property, according to the terms and conditions of the Agreement. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service provided by us only. There are no implied licenses under the Agreement and any rights not expressly granted to you hereunder are reserved by us.

6.2 You shall not: -

- (a) transfer, assign or sublicense its licence rights to any other person or entity and you acknowledge that any attempted that any attempted transfer, assignment, sublicense or use shall be void;
- (b) make error correction to or otherwise modify or adapt the Service or create derivative works based upon the software or permit third parties to do the same;
- (c) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Service to human-readable form; and
- (d) disclose, provide, or otherwise make available trade secrets contained within the Service in any form to any third-party without our prior written consent.

6.3 Except for the User Generated Content, the Property and Content are the property of ours, or are included with the permission of the owner of the rights. The use of Property and/or Content do not grant you title or ownership of any of our Intellectual Property Rights or those of our licensors or suppliers. We reserve all rights in our corporate names, service marks, logos, trade names, and domain names (collectively "Marks") and nothing in the Property grants you a license to use such Marks. Additionally, other marks which appears in the Property may contain marks of Merchant or third parties that are not affiliated with us. We do not own such Merchant's marks or third-party's marks and the use of such marks may be subject to the terms and conditions of such Merchant or third-party.

7. YOUR ACCOUNT

7.1 Creation of Account

In order to use the Service, you are required you to register an account with us. We will perform a e-KYC before approving your application. We have the absolute discretion to accept and/or reject your application. Our decision is conclusive and binding on you and you have no right to question our decision.

7.2 Accuracy of your information

You must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Service if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.

7.3 Social Media

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

7.4 Security

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

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

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

7.5 Your e-Wallet and Use of Your e-Wallet

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

7.6 Top-Up, Deduction & Auto Top-Up

- (a) Top-Up can only be in Ringgit Malaysia and you can only store e-Money in your e-Wallet up to the e-Wallet Limit only. Once the Account is activated, have performed a Top-Up, you may

start using your e-Wallet to make any Transaction with a Merchant. Each time you use the e-Wallet to perform a Transaction, you authorise us to deduct the e-Money from your e-Wallet.

- (b) If you subscribe to Auto Top-Up, you agree that we are allowed to automatically reload onto your e-Wallet with the Auto Top-Up Value when the stored e-Money value in your e-Wallet falls below the Preset Value.
- (c) We shall not be liable to you in the event of delay in crediting of such e-Money into your e-Wallet where such delay is not attributable to our fault.
- (d) All Top-Ups and Auto Top-Up shall not be considered to have been made until all relevant funds have been received and reflected in your e-Wallet.
- (e) We reserve the right to suspend, revoke and/or block any Top-Up and Auto Top-Up to your e-Wallet if we discover or have been informed by any third parties including the Appropriate Authority to be irregular, suspicious, illegal or unauthorized.

7.7 Withdrawal

In the event you terminate the Service, you are entitled to withdraw any stored e-Money through the kiplePay App.

7.8 Dormant Account

We will terminate your Account and forfeit any stored e-Money if your Account has been left dormant for a lengthy period of time.

8. CAUTION!!!!

(a) WHEN YOU USE YOUR MOBILE DEVICE

DESPITE TECHNOLOGICALLY ADVANCED PROTECTIONS, MOBILE PAYMENTS AND/OR DATA STORED IN YOUR MOBILE DEVICE AREN'T IMMUNE TO INTRUSION BY HACKERS AND IDENTITY THIEVES. WE WOULD LIKE TO REMIND YOU TO TAKE EXTREME PRECAUTION. IT IS EXTREMELY IMPORTANT THAT YOU NOTIFY US RIGHT AWAY IF YOU LOST YOUR MOBILE DEVICE SO WE CAN SUSPEND YOUR ACCOUNT TO KEEP SOMEONE ELSE FROM USING IT. YOU ARE RESPONSIBLE FOR ALL LOST OR STOLEN DATA AND E-MONEY.

(b) PARKING RISKS

WHEN YOU LEAVE YOUR VEHICLE BEHIND IT CARRIES A NUMBER OF INHERENT RISKS TOO. LEARNING HOW TO PREVENT A VEHICLE THEFT IS KNOWLEDGE YOU NEED. IF YOU DON'T WANT A CRIMINAL SITTING BEHIND THE WHEEL OF YOUR VEHICLE, YOU SHOULD, AMONGST OTHER THINGS,

- (1) KEEP TRACK OF YOUR KEYS,**
- (2) SECURE YOUR VEHICLE BY LOCKING THE DOOR AND WIND-UP ALL WINDOWS,**
- (3) PARK INTELLIGENTLY BY PARKING IN A WELL-LIT AREA TO DETER CRIMINALS, OR PARK NEAR TO SECURITY CAMERAS,**
- (4) NOT KEEP VALUABLE ITEMS IN THE VEHICLE,**
- (5) CONSIDER INSTALLING AN IMMOBILIZER FOR YOUR IGNITION KEY,**

- (6) NEVER LEAVE YOUR VEHICLE ENGINE RUNNING, EVEN IF YOU WILL ONLY BE GONE FOR A MINUTE, AND/OR**
- (7) USE A LOCKING DEVICE ON THE STEERING WHEEL OR TRANSMISSION GEAR LEVER.**

WE ARE NOT RESPONSIBLE IF YOUR VEHICLE IS STOLEN, REGARDLESS OF THE SERVICES WE ARE PROVIDING TO YOU. YOU ARE RESPONSIBLE FOR THE SAFETY OF YOUR VEHICLE.

9. PROMOTION

- 9.1 We may offer you a Promotion from time to time. We may notify you of any Promotion offered to you either through any of our Property or other method. The terms of each Promotion will either be set out in a specific term for the relevant Service, in advertising material, or you will be advised separately in writing or in any other method. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of these Terms of Use, otherwise, the terms and conditions of the Terms of Use shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Agreement will apply again.

10. THE MERCHANT

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

11. DISPUTED TRANSACTION WITH MERCHANT

- 11.1 You should ensure that Transaction amount is correct prior to making any payment. By paying, we shall deem that all entries shown in the Transaction history are true and accurate.
- 11.2 We are not responsible and we shall not be liable for any Transaction you made with a Merchant. All disputes with regard to a Transaction should be addressed directly to the Merchant from whom you have transacted with.

The e-Money will only be credited back to your e-Wallet once the dispute has been properly processed, investigated and cleared by the Merchant.

12. SUSPENSION

- 12.1 We are entitled to suspend, revoke, refuse and/or block the use of the Service (or any part thereof), and/or suspend, revoke, refuse and/or block any Transaction, at any time, without liability, without notice, including but not limited to: -
- (a) if you breach any terms and conditions of the Agreement;
 - (b) there is reasonable suspicion of fraudulent, illegal and/or any other activity by you which in our sole opinion will damage, injure, compromise and/or prejudice us, and/or our network operation, reputation and/or business;
 - (c) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
 - (d) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so;
 - (e) an event of Force Majeure; and/or
 - (f) any other reasons as we deem fit.
- 12.2 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you and/or report you to the Appropriate Authority under Clause 12.1(b), (c) and (d).
- 12.3 In the event the Account and/or Service has been suspended and you request for reactivation of the same, we may at its absolute discretion reactivate the Account and/or Service subject to any additional requirements as may be determined by us.

13. CONTENT

- 13.1 The Content is provided to you on an “AS IS” basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way. If we expressly allow you to download a particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only do so provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with us.
- 13.2 We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- 13.3 You further acknowledge and understand that the Content provided in any part of our Property may contain technical inaccuracies or typographical errors and as such, we may change or update such information without any notice and without liability, to you.

14. USER GENERATED CONTENT

- 14.1 As a User, you may be allowed to Post any User Generated Content and you agree, by submitting your contribution, you grant us and our Affiliate a non-exclusive, worldwide transferable, royalty-free, irrevocable, perpetual right and licence to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all

copyright and publicity rights with respect to your contribution, and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution.

- 14.2 You also hereby grant other user of the Property a non-exclusive licence to access your User Generated Content through the access and/or use of the Property, and to use such User Generated Content only as permitted through the functionality of the Property.
- 14.3 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that has been removed or deleted.
- 14.4 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that: -
- (a) your User Generated Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Generated Content to enable us to use of the User Generated Content in the manner required by us and that you have the right to make it available to us for all the purposes specified above;
 - (b) your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
 - (c) your User Generated Content does not infringe the Law;
 - (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
 - (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein; and/or
 - (f) waive any moral rights in your User Generated Content for the purposes of its submission to and publication in the Property and the purposes specified above.
- 14.5 You understand that whether or not such User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.
- 14.6 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's Intellectual Property Rights. We further reserve the right to remove any Content without prior notice.
- 14.7 You understand and agree that we may review and delete any User Generated Content that you Posted at any time without notice, without liability and for any reason whatsoever.

- 14.8 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you for the User Generated Content especially if it violates our policy, the Law and report you to the Appropriate Authority.
- 14.9 If you believe that your work has been copied and Posted in our Property, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact our Customer Service Support.
- 14.10 You are solely responsible for your interactions with another user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the Agreement.

15. **DISCLAIMER**

- 15.1 **THE PROPERTY IS PROVIDED TO YOU ON AN 'AS IS' BASIS, WITH ALL FAULTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, COURSE OF DEALING, COURSE OF TRADE, WITH RESPECT TO THE PROPERTY.**
- 15.2 **WE MAKE NO REPRESENTATION THAT THE DEFECT IN OPERATION OR FUNCTIONALITY OF THE PROPERTY, IF ANY, WILL BE CORRECTED. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES ON CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**
- 15.3 **THERE IS NO WARRANTY OF COMPATIBILITY TO COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, PROGRAM INTEGRATION OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY US SHALL CREATE A WARRANTY WITH RESPECT TO THE ADVICE PROVIDED.**
- 15.4 **WE ARE COMMITTED TO ENSURING ALL TRANSACTIONS PERFORMED IS SECURE, SAFE AND CONFIDENTIAL. HOWEVER, OWING TO THE GLOBAL NATURE OF THE INTERNET INFRASTRUCTURE, THERE ARE RISKS THAT YOUR ACCOUNT MAY BE HACKED VIA YOUR MOBILE DEVICE, E-MONEY MAY BE STOLEN, OR FRAUDULENT TRANSACTIONS MAY TAKE PLACE. WE ARE NOT LIABLE TO YOU AT ALL FOR MATTERS UNDER CLAUSE 15.**

16. **EXCLUSION OF LIABILITIES**

- 16.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for: -
- (a) any inability to access your Account, the Services, or any part thereof;
 - (b) the deletion of, corruption of, or failure to store, any data and other communication data maintained or transmitted by or through the Account;
 - (c) any interruption, suspension, and/or discontinuance of use of any Property (whether in whole or in parts);
 - (d) any Transaction made with Merchant;

- (e) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Property, or any part thereof;
- (f) any unauthorised access to your Account, Personal Data, data, network or system, howsoever arising, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- (g) the refusal of any Merchant to honour or accept any Transaction made via your e-Wallet;
- (h) any issues or disputes with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods and/or services you Transacted with a Merchant;
- (i) disputes or breach of contract relating Merchant's goods and/or services, errors or omissions in such content, privacy and security practices employed by such Merchant;
- (j) any claim for libel, slander, infringement of third-party intellectual property rights;
- (k) any Content, User Generated Content, and/or conduct of any user or other third parties; and/or
- (l) an event of Force Majeure.

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

17. YOUR LIABILITY

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

- (a) any Transaction made with Merchant;
- (b) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by you; or
- (c) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by you;
- (d) any breach of, or non-performance of, your representations, warranties, undertakings, covenants, or obligations under the Agreement;
- (e) the use, access and/or transmission of any Content and/or User Generated Content;
- (f) infringement of our Intellectual Property Rights, Merchant or third-party intellectual property rights, or other contractual or proprietary right, or any other tortious injury arising from the access and/or use of the Property;
- (g) the transmission or publication or communication of any User Generated Content in breach of our policy;
- (h) any unauthorized access to any of the Property, our customers' Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
- (i) breach of the Law.

18. TERMINATION

18.1 Voluntary Termination of Service

You may at any time on your own accord terminate the Service by contacting Customer Service Support.

18.2 You shall remain liable for any Transaction effected through the use of your e-Wallet prior to the termination of the Service.

18.3 Our Right to Terminate

We may forthwith terminate the Service (as whole or in part) at any time if: -

- (a) there is an emergency;
- (b) we reasonably suspect fraud and/or illegal activity by you in connection with the Service;
- (c) you breach any terms or conditions of the Agreement, any other additional terms and conditions, and fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;
- (d) breach of our policy;
- (e) change of Law;
- (f) an event of Force Majeure;
- (g) the Service is suspended under Clause 12 for more than fourteen (14) days; or
- (h) for any reason we deem fit.

You may also contact our Customer Service Support for further information.

18.4 Termination of the Service or Agreement, for any reason, shall not act as a waiver of any liabilities or obligations you may have accrued at or prior to the date of such termination.

18.5 Survival. Those clauses which by their nature would survive the termination or expiration of this Agreement shall so survive.

19. FORCE MAJEURE

19.1 We will not be liable to you for any delay, failure, suspension or interference in supplying or make available the Service caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.

19.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Service being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Service and/or the access and/or use of the Property.

20. GENERAL PROVISIONS

20.1 Notice.

You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Property, or serve us a demand letter, legal process, or other communication relating to that (collectively known as "Formal Notice"), you should address a copy of the Formal

Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal
Kiplepay Sdn Bhd (formerly known as Weboline Dot Com Sdn Bhd)
The Ascent, Paradigm
B-23A-3, No 1 Jalan SS7/26A
47301 Petaling Jaya, Malaysia

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

Formal Notice or other communication shall be deemed effective: -

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, five (5) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

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

- 20.2 When we can't carry out our obligations?
The provision of our Service and availability of the Property is subject to the Appropriate Authority, Law and legal process, and nothing contained in the Agreement are in derogation of our right and obligation to comply with such Appropriate Authority, Law and legal process.
- 20.3 No Partnership.
You and we are independent contractors and the use of our Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.
- 20.4 When do we waive a right under the Agreement?
If you breach the terms and conditions of the Agreement and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.
- 20.5 When can you and we transfer, assign or novate the Agreement?
You are not allowed to transfer, assign or novate your agreement with us (or any part thereof) to any third-party unless we give you written consent to do so. We may, however, transfer, assign or novate the Property and the Agreement (or any part thereof) to our Affiliate or any third-party without notice to you. The Agreement shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

- 20.6 Severability.
In the event any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.
- 20.7 Which laws and courts govern the Agreement?
The Agreement is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.
- 20.8 Language.
If the Agreement is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreement, the English version shall prevail.
- 20.9 Entire Agreement
The Agreement and the additional terms and conditions forming part of the Property set out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.
- 20.10 What happens if you have a dispute with us?
- (a) For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause 21.1.
 - (b) If you have a dispute with regard to an entry found in the Transaction history (an error which is solely caused by us) you must give us a notice within fourteen (14) days from the date of the Transaction specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute.
 - (c) You irrevocably agree that in the event you fail to give us any notice in writing disputing the entry found in the Transaction history within fourteen (14) days from the date of the Transaction date, then you are deemed to have accepted the entry as correct and accurate and such entry shall be binding and conclusive evidence against you of the correctness and accuracy of the entry specified in the Transaction history.
 - (d) Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
 - (e) If our finding shows the error found in the entry found in the Transaction history is caused by us, we will reverse any incorrect amount that have been applied to e-Wallet as soon as reasonably practicable once the complaint has been investigated and resolved.
 - (f) You agree that any cause of action arising out of or related to the access and/or use of the Property must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred.

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

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