

DIGITAL VOUCHERS & GIFT CARDS

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1 GENERAL

- 1.1 By purchasing and/or using digital voucher(s) or digital coupon(s) bought from the Platform (the "Digital Good(s)"), you, the Customer (as defined in the Terms of Use), agree to be bound by these Digital Goods Terms and Conditions (the "Digital Goods Terms"), in addition to the Terms of Use for the Platform, which are incorporated by reference into these Digital Goods Terms.
- 1.2 For the avoidance of doubt, capitalized terms used and not defined herein have the same meaning as given to such terms in the Terms of Use. In the event of a conflict between the provisions of these Digital Goods Terms and the Terms of Use, the provisions of these Digital Goods Terms shall prevail.
- 1.3 You should refer to the product details page of the relevant Digital Good(s) ("Product Details Page") for any Seller (as defined in the Terms of Use) specific terms and conditions and expiry dates.

2 ISSUANCE OF DIGITAL GOOD(S)

- 2.1 When you buy a Digital Good(s), you will receive it via your provided email and/or via your **CARTEC-MALAYSIA** Wallet (as defined in the **CARTEC-MALAYSIA** Payment Account User Terms and Conditions).
- 2.2 If, for whatever reason, you fail to receive the Digital Good(s) in accordance with these Digital Goods Terms, **CARTEC-MALAYSIA** may at its sole and absolute discretion offer a voucher to you. Upon the acceptance of such voucher by you, you agree that you shall have no further claim against Seller.

2.3 Seller is the issuer of the Digital Good(s) but is not responsible for failure to issue as a result of any Platform or **CARTEC-MALAYSIA** Wallet failure. You acknowledge and agree that you shall not hold **CARTEC-MALAYSIA** responsible for any failure or error in the issuance of the Digital Good(s), whether as a result of Platform or **CARTEC-MALAYSIA** Wallet failure or otherwise.

2.4 You acknowledge that purchase and receipt of the Digital Goods(s) is subject to the issuance and availability of the Digital Good(s). In lieu of the Seller, **CARTEC-MALAYSIA** may be responsible for delivering the Digital Good(s), in which case **CARTEC-MALAYSIA** will use reasonable efforts to do so, within the lead-time as stated in the Product Details Page of the Digital Good(s).

3 LOSS, THEFT, USED IN ERROR OR USED PREMATURELY

3.1 Once purchased, the Digital Good(s) is your responsibility and any Digital Good(s), including any accompanying QR code, barcode, PIN codes and/or serial number (each a "Code"), that are lost or stolen, used in error or used prematurely shall not be replaced.

4 REDEEMING DIGITAL GOOD(S)

4.1 Instructions on how to redeem Digital Good(s) may be made available on the Product Details Page.

4.2 You acknowledge that fulfilment of the Digital Good(s) is not guaranteed. It is subject to circumstances which may or may not be beyond the control of **CARTEC-MALAYSIA**, including but not limited to the availability of the Digital Good(s), or the failure of Seller to procure the merchant's agreement to provide the relevant merchant's goods and services upon redemption of the Digital Good(s). You agree not to hold **CARTEC-MALAYSIA** liable for any errors, omissions, service interruptions, faults, defects, failure to conclude a redemption of the Digital Good(s).

- 4.3 Codes may be used to redeem products and/or services at the Seller's or Seller-specified merchant's premises stated in the Product Details Page.

5 YOUR OBLIGATIONS AND USE OF THE DIGITAL GOOD(S)

- 5.1 You acknowledge and agree that:

5.1.1 Digital Good(s) can only be redeemed within the period of time and the premises, where applicable, specified on the Product Details Page;

5.1.2 Digital Good(s) cannot be redeemed on certain black-out dates or promotion dates set by Seller or **CARTEC-MALAYSIA**;

5.1.3 You shall not use Digital Good(s) or permit the use of Digital Good(s) in any manner which may adversely affect other Customers' use of Digital Good(s) and/or any other Service (as defined in the Terms of Use) provided to such Customers, as **CARTEC-MALAYSIA** may reasonably determine;

5.1.4 Digital Good(s) are offered to you on an "as is" basis, and unless otherwise specified in these Digital Goods Terms;

5.1.5 reproduction, sale, resale or trade of Digital Good(s) is prohibited, and any attempt to carry out any of these activities entitles **CARTEC-MALAYSIA** to void the Digital Good(s) at its option;

5.1.6 if the Digital Good(s) are redeemed for less than its face value, there is no entitlement to cashback, cash or new Digital Good(s) equal to the difference

5.1.7 Digital Good(s) are redeemable in their entirety only and may not be redeemed incrementally;

- 5.1.8 it is at the discretion of the merchant to determine whether the Digital Good(s) may be combined with any other promotions, vouchers, third party certificates or coupons;
- 5.1.9 use or purchase of the Digital Good(s) constitutes acceptance of these Digital Goods Terms;
- 5.1.10 you are responsible for all information you submit, transmit or otherwise make available during the purchase or redemption of any Digital Good(s); and
- 5.1.11 to the fullest extent permitted by law, **CARTEC-MALAYSIA** expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, express or implied, statutory or otherwise or any representations or warranties arising from usage or custom or trade or by operation of law, including (without limitation) as to the sequence, originality, correctness, completeness, accuracy, timeliness, currency, non-infringement, merchantability or fitness for any particular purpose in relation to any Digital Good(s) or Code, without prejudice to any other provision in these Digital Goods Terms.

6 REFUNDS, EXCHANGE AND CANCELLATIONS

- 6.1 Any Digital Good(s) bought cannot be returned, refunded, transferred and/or cancelled after purchase, unless a refund and/or cancellation is permitted in accordance with Clause 6.6.
- 6.2 Issued Digital Good(s) cannot be exchanged for cash. Each Seller may have its own policy on the exchange of issued Digital Good(s).
- 6.3 Replacement of the Digital Good(s) may be allowed, at **CARTEC-MALAYSIA's** sole and absolute discretion, if there is a systemic failure on Seller or **CARTEC-MALAYSIA's** part.
- 6.4 Exchange of a Product (as defined in the Terms of Use) or service purchased using Digital Good(s) shall be subject to Seller's terms and conditions.

6.5 **CARTEC-MALAYSIA** reserves the right to cancel or reject the use of any Digital Good(s) at its sole and absolute discretion, including, without limitation, where it deems or suspects that any transaction is fraudulent.

6.6 Notwithstanding Clause 2.3, **CARTEC-MALAYSIA** may, at its sole and absolute discretion, permit a refund and/or cancellation of Digital Good(s), provided always that the Digital Good(s) have not expired.

7 AVAILABILITY OF DIGITAL GOOD(S)

7.1 You acknowledge that purchase or redemption of Digital Good(s) are subject to resource availability, including, without limitation, availability of the Platform.

7.2 **CARTEC-MALAYSIA** does not make any representation, warranty or guarantee:

7.2.1 on the performance and capability of the Platform;

7.2.2 that the **CARTEC-MALAYSIA** Wallet and the Codes are appropriate and available for use at all times;

7.2.3 about the accuracy, reliability, suitability, completeness or timeliness of the **CARTEC-MALAYSIA** Wallet and/or the Codes;

7.2.4 about the quality, suitability, safety or ability of the Digital Good(s) issued by the Seller;

7.2.5 about the quality, suitability, safety or ability of the goods and/or services made available by the merchants; and/or

7.2.6 on the success of any redemption of the Digital Good(s).

- 7.3 You acknowledge and accept that **CARTEC-MALAYSIA** may suspend, terminate and/or discontinue the purchase or redemption of the Digital Good(s) at its sole and absolute discretion without prior notice and without any liability whatsoever to you.

8 USE AND DISCLOSURE OF DATA

- 8.1 You agree that **CARTEC-MALAYSIA** shall be entitled to use or disclose any information or data disclosed by you in accordance with **CARTEC-MALAYSIA's** Privacy Policy. You are entitled to withdraw such consent in the procedure as prescribed by **CARTEC-MALAYSIA** from time to time.
- 8.2 Order issuance in relation to Digital Good(s) may be handled by a third party appointed by **CARTEC-MALAYSIA**, in which case you may receive direct communication of Digital Good(s) Codes from the third party.

9 MISCELLANEOUS

- 9.1 The rights and protections conferred on **CARTEC-MALAYSIA** under these Digital Goods Terms shall be additional to the rights and protections conferred on **CARTEC-MALAYSIA** under the Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed to or accepted by you.
- 9.2 Any clause in these Digital Goods Terms, Terms of Use, Privacy Policy and other terms and conditions as may be agreed to or accepted by you that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

9.3 **CARTEC-MALAYSIA** reserves the right to alter, modify, add to or otherwise vary these Digital Goods Terms from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate without prior notice. You shall be bound by the terms and conditions so amended. In any event, if you continue to use the Digital Good(s) after such amendment, you shall be deemed to have accepted the amendments