

# MOBILE CREDIT TOP-UP TERMS AND CONDITIONS

## 1 SERVICE TERMS

- 1.1 By using the mobile credit top-up service (the “Service”), you (“Customer”) agree to be bound by the terms and conditions of the Service (the “Service Terms”), in addition to the Terms of Use for the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app, which are incorporated by reference into these Service Terms. 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 the Service Terms and the Terms of Use, the provisions of the Service Terms shall prevail.

## 2 SERVICE CONDITIONS AND LIMITS

- 2.1 The Service is only available to Customers who are eligible users (“Eligible Users”). An Eligible User is a Customer who has registered a pre-paid mobile phone sim card with Celcom Axiata Berhad, Digi Telecommunications Sdn Bhd, XOX Berhad, Maxis Berhad, U Mobile Sdn Bhd, Tune Talk Sdn Bhd (each a “Telecommunications Service Provider”), and who is not:

2.1.1 Using a post-paid mobile phone sim card; or

2.1.2 Using a pre-paid mobile phone sim card that has expired,

in conjunction with the Service.

- 2.2 Notwithstanding that a Customer is an Eligible User, the Service may not be used within twenty minutes from an earlier transaction and the Service may only be used up to a maximum of five (5) times for each number. **CARTEC-MALAYSIA** reserves the right to reject any use of the Service if any of the above limits are exceeded, at its sole discretion.
- 2.3 The Service shall be accessible from the website determined by **CARTEC-MALAYSIA** from time to time.
- 2.4 The Customer shall use and shall procure that any person the Customer permits or allows to use the Service shall use the Service in accordance with the Service Terms and with such other guidelines, rules and requirements as **CARTEC-MALAYSIA** may issue from time to time or any applicable law.

### **3 REFUNDS AND CANCELLATIONS**

- 3.1 A Customer shall only be entitled to a refund where:
- 3.1.1 Customer is an Eligible User; and
- 3.1.2 Customer receives an incorrect mobile top-up, or where delivery of the mobile top-up to Customer fails, and such failed delivery is not attributable to the default or conduct of the Customer. For the avoidance of doubt, a Customer shall not be eligible for a refund where Customer has inserted an incorrect, invalid, incomplete or otherwise deficient mobile phone number.
- 3.2 **CARTEC-MALAYSIA** reserves the right to cancel or reject any use of this Service at its sole discretion, including without limitation, where it deems that any transaction is fraudulent or suspects that it is fraudulent.

## 4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer acknowledges and agrees that:
- 4.1.1 The Customer shall not use the Service or permit the use of the Service in any manner which may adversely affect other Customers' use of the Service and/or any other service provided to such Customers, as **CARTEC-MALAYSIA** may reasonably determine;
  - 4.1.2 The Service is offered to the Customer on an "as is" basis;
  - 4.1.3 The Customer is responsible for obtaining access to the Service and complying with the Service Terms;
  - 4.1.4 Use of the Service constitutes acceptance of these Terms;
  - 4.1.5 Customer is responsible for all information the Customer submits, transmits or otherwise makes available during use of the Service;
  - 4.1.6 Customer is responsible for all transactions carried out pursuant to the Service relating to the Customer's pre-paid mobile account(s);
  - 4.1.7 **CARTEC-MALAYSIA** is in no way responsible for any credit card or online top-up transactions carried out pursuant to the Service and any errors in processing payment, payment disputes and/or any other payment related matters pursuant to the Service shall be referred by the Customer directly with the respective bank(s) issuing the credit card(s);
  - 4.1.8 **CARTEC-MALAYSIA** may require the Customer to submit information from time to time pursuant to the Service (which may include financial information and credit card details) and such information and details may (subject to any obligations of confidentiality) be made available by **CARTEC-MALAYSIA** to third parties for purposes of facilitating the provision of the Service;
  - 4.1.9 The Customer shall comply with all applicable laws when using the Service;

- 4.1.10 **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, timelines, currency, noninfringement, merchantability or fitness for any particular purpose in relation to the Service;
- 4.1.11 **CARTEC-MALAYSIA** to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that the Customer would otherwise be entitled to by law.

## 5 AVAILABILITY OF SERVICE

- 5.1 The Customer acknowledges that Service availability is subject to:
- 5.1.1 availability of resources including, without limitation, availability of **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app; and
- 5.1.2 systems at the time and location when the Service is requested or delivered.
- 5.2 The Customer accepts that **CARTEC-MALAYSIA** shall not be responsible to the Customer for any loss, damage, claim or compensation of whatever nature arising from or related to the Service including but not limited to any alleged unauthorized transactions, disruptions, errors, defects or unavailability of Service, loss of data or damage to any mobile equipment of the Customer. **CARTEC-MALAYSIA** does not make any warranty on the performance and capability of the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app, the Service and/or any software or hardware used with the Service or any application accessed by the Customer using the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app and/or Service.

5.3 The Customer accepts and acknowledges that **CARTEC-MALAYSIA** may suspend, terminate and/or discontinue the Service and/or access of any Customer to the Service or any part thereof at any time in its sole and absolute discretion without prior notice and without any liability whatsoever to the Customer.

## 6 USE AND DISCLOSURE OF DATA

6.1 The Customer agrees that **CARTEC-MALAYSIA** shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with **CARTEC-MALAYSIA's** Privacy Policy. The Customer is entitled to withdraw such consent in the procedure as prescribed by **CARTEC-MALAYSIA** from time to time.

## 7 MISCELLANEOUS

- 7.1 The Customer shall be bound by and shall fully observe and comply with all Service Terms, Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on **CARTEC-MALAYSIA** under these Service 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 or accepted by the Customer.
- 7.2 Any Clause in the Service Terms, Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed or accepted by the Customer, 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.
- 7.3 **CARTEC-MALAYSIA** reserves the right to alter, modify, add to or otherwise vary these Service Terms from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.