

## CARTEC-MALAYSIA WALLET TERMS AND CONDITIONS

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## 1 WALLET USER TERMS AND CONDITIONS

1.1 These Terms and Conditions govern your access and use of the **CARTEC-MALAYSIA** virtual Wallet ("**CARTEC-MALAYSIA** Wallet").

A. The **CARTEC-MALAYSIA** Wallet is operated by XXXXX Sdn. Bhd. ("**XXXXX**") for Cartec Malaysia Sdn. Bhd. ("**CARTEC-MALAYSIA**").

All references in these Terms and Conditions to "we," "us," or "our" shall refer to Alipay as operator of the **CARTEC-MALAYSIA** Wallet. "You" and "your" shall refer to the User.

The **CARTEC-MALAYSIA** Wallet is associated with your **CARTEC-MALAYSIA** Account and is intended for effecting payment for the purchase of goods and/or services offered by the **CARTEC-MALAYSIA** group of companies by registered Users.

By requesting and/or using the **CARTEC-MALAYSIA** Wallet, you, the User, agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the **CARTEC-MALAYSIA** Wallet.

B. These Terms and Conditions are in addition to the terms and conditions governing your use of the **CARTEC-MALAYSIA** Website and your **CARTEC-MALAYSIA** Account available at <https://www.cartecmalaysia.com.my/terms-of-use/>

C. These Terms and Conditions are supplemented by **CARTEC-MALAYSIA**'s Payment Protection Policy ("Payment Protection Policy"), which give all **CARTEC-MALAYSIA** customers the assurance of authorized payments on the **CARTEC-MALAYSIA** Wallet. The Payment Protection Policy also sets out compensation guidelines for losses arising from any unauthorized transactions on the **CARTEC-MALAYSIA** Wallet. The policy is available at <https://www.cartecmalaysia.com.my/terms-of-use/>

## 2 DEFINITIONS AND INTERPRETATION

2.1 Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms and Conditions:

**"XXXX"** means the entity set out in the recitals to these Terms and Conditions and includes its successors and assigns.

**"Foreign Language Version"** is defined under clause 13.9 of these Terms and Conditions.

**"Indemnitees"** means XXXX's and CARTEC-MALAYSIA's respective officers, employees, directors, agents, contractors and assigns.

**"CARTEC-MALAYSIA"** means the entity set out in the recitals to these Terms and Conditions and includes its successors and assigns.

**"CARTEC-MALAYSIA Account"** means the online account of the User on the CARTEC-MALAYSIA Platform.

**"CARTEC-MALAYSIA Wallet"** is defined in the recitals to these Terms and Conditions.

**"CARTEC-MALAYSIA Wallet Balance"** is defined in clause 3.1 of these Terms and Conditions.

**"CARTEC-MALAYSIA Platform"** is defined as the website or the mobile application (as applicable) from which you purchased the goods or services offered by Sellers listed on CARTEC-MALAYSIA Platform, or the CARTEC-MALAYSIA group of companies.

**"Payment Instrument"** is defined in clause 3.2.

**"Personal Data"** means data which can be used to identify, contact or locate an individual. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information.

**"Privacy Policy"** is defined in clause 2.6.

"**Promo Coupon**" means, to the extent permitted by local law, a promotional coupon which is issued by **CARTEC-MALAYSIA** to a User relating to **CARTEC-MALAYSIA** Wallet, from time to time as a gratuity, by crediting the coupon amount into the User's **CARTEC-MALAYSIA** Wallet, and may be used by the relevant User to pay for goods or services on the **CARTEC-MALAYSIA** Platform, prior to the relevant Promo Coupon's expiry date, as determined at the sole discretion of **CARTEC-MALAYSIA** and subject to conditions as may be imposed by **CARTEC-MALAYSIA** from time to time. A Promo Coupon is not legal tender, is not considered electronic money and is not transferable.

"**Refund Coupon**" means a **CARTEC-MALAYSIA** store credit, given by **CARTEC-MALAYSIA** when refunding a User's previous purchase of goods or services on the **CARTEC-MALAYSIA** Platform and subject to conditions as may be imposed by **CARTEC-MALAYSIA** from time to time. A Refund Coupon is not legal tender, is not considered electronic money and is not transferable.

"**Registration Information**" is defined under clause 2.1 of these Terms and Conditions and may include Personal Data.

"**Seller**" means a seller which uses the Platform to sell goods or services to customers.

"**User**" means an authorized user of the **CARTEC-MALAYSIA** Wallet.

### **3 ACCESS TO THE CARTEC-MALAYSIA WALLET**

3.1 You agree to:

3.1.1 use your **CARTEC-MALAYSIA** Wallet only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the **CARTEC-MALAYSIA** Wallet in good faith;

- 3.1.2 comply with any and all guidelines, notices, operating rules, and policies and instructions pertaining to the use of the **CARTEC-MALAYSIA** Wallet, as well as any amendments thereto issued by us from time to time; and
- 3.1.3 ensure that any information or data you provide to us in connection with the **CARTEC-MALAYSIA** Wallet is accurate.
- 3.2 It is our policy to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the financing of terrorist or criminal activities. We are committed to anti-money laundering compliance in accordance with applicable law and requires our directors, officers and employees to adhere to these standards in preventing the use of our products and services for money laundering purposes.
- 3.3 Use of the **CARTEC-MALAYSIA** Wallet is restricted to registered users of the **CARTEC-MALAYSIA** Platform.
- 3.4 By using the **CARTEC-MALAYSIA** Wallet, you agree to comply with all applicable laws and regulations in Malaysia, including not undertaking or engaging in any dealing or transaction with the State of Israel, its residents or any entity owned or controlled, directly or indirectly, by the State of Israel or its residents including any authority or agency of the State of Israel.

## 4 REGISTRATION

- 4.1 The registration process for the **CARTEC-MALAYSIA** Account requires you to provide **CARTEC-MALAYSIA** with accurate and complete personal information, including your name, address, telephone number, date of birth, email address and any other information as may be deemed necessary by us ("Registration Information"). You shall be responsible to update the Registration Information to ensure its completeness and accuracy. You acknowledge and agree that **CARTEC-MALAYSIA** may share your Registration Information with us from time to time.

- 4.2 In addition to such Registration Information, we may request for additional information or documentation at any time and for any reason, including confirming your identity, age and/or to confirm your bank details or debit, credit, prepaid facilities, for example, cards which you have registered with us. You agree that you will provide such information and/or documentation promptly to us upon request. If you do not provide such information and/or documentation promptly, we may, without any liability to you, either limit your use of the **CARTEC-MALAYSIA** Wallet or suspend or close your **CARTEC-MALAYSIA** Wallet.
- 4.3 You authorize us to make any enquiries we consider necessary to validate and verify your identity (whether directly or through third parties) at any time for any reason whatsoever, including making any enquiries on behalf of **CARTEC-MALAYSIA** to process any refunds, including Refund Coupons, payable to you.
- 4.4 Each User is only entitled to have one (1) **CARTEC-MALAYSIA** Wallet associated with his or her **CARTEC-MALAYSIA** Account.

Account information

- 4.5 You are solely responsible for keeping your username and password to your **CARTEC-MALAYSIA** Wallet secure. You are encouraged to change your password on a regular basis, and we will not be liable for any disclosure or unauthorized use of your username or password. If your username or password has been compromised, you must inform **CARTEC-MALAYSIA** immediately.
- 4.6 All Personal Data provided to us will be handled, stored, and processed according to our Privacy Policy for **CARTEC-MALAYSIA** Wallet and is set out at <https://www.cartecmalaysia.com.my/privacy-policy> ("Privacy Policy"). By accepting these Terms and Conditions, you acknowledge that you have read and agree with the Privacy Policy and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

## 5 **CARTEC-MALAYSIA WALLET BALANCE**

- 5.1 You may maintain funds in your **CARTEC-MALAYSIA** Wallet, and such funds, less any monies owed to us, will be regarded as the balance of your **CARTEC-MALAYSIA** Wallet ("**CARTEC-MALAYSIA** Wallet Balance"). Your **CARTEC-MALAYSIA** Wallet may also contain your Promo Coupon or your Refund Coupon. These Coupons are issued by **CARTEC-MALAYSIA**, are not considered electronic money, and are not part of your **CARTEC-MALAYSIA** Wallet Balance.
- 5.2 Funds can be accumulated in your **CARTEC-MALAYSIA** Wallet Balance by means of a transfer of funds from certain payment instruments we accept (including debit cards, checking and savings account or other prepaid payment method we allow, collectively, "Payment Instruments").
- 5.3 For any transfer from a Payment Instrument to your **CARTEC-MALAYSIA** Wallet Balance, we make no representation that any of your Payment Instrument(s) are in good standing, or that the issuer of your Payment Instruments will authorize or approve such transfer.

5.4 If you choose to make payment with **CARTEC-MALAYSIA** Wallet for any orders on the **CARTEC-MALAYSIA** Platform during the Checkout process through Online Banking and/or Over The Counter (including but not limited to top ups performed at any **CARTEC-MALAYSIA** approved physical stores) options (“Special Payment”) will be subject to the following additional terms :

- a) If any orders paid by Special Payment were cancelled either by you or any Seller, the funds so refunded to your **CARTEC-MALAYSIA** Wallet will expire within 8 months (“Special Refund”).
- b) Any Special Refunds may be withdrawn within 8 months of the refund.
- c) Special Refunds may still be withdrawn after 8 months; however, you must first contact Customer Service to arrange for a manual withdrawal.

5.5 Unless otherwise stated, both you and **CARTEC-MALAYSIA** are not liable for any fees raised by third parties including card issuers or banks, associated with funding your **CARTEC-MALAYSIA** Wallet Balance. However, we reserve the right to decline acceptance of any payment instruments, including credit cards, debit cards or bank accounts, as funding methods at our sole discretion.

5.6 We reserve the right to impose limits on your use of **CARTEC-MALAYSIA** Wallet from time to time, including (i) the amount of value you may load your **CARTEC-MALAYSIA** Wallet at any one time; and (ii) the aggregate funds loaded to your **CARTEC-MALAYSIA** Wallet over any time period.

5.7 Details relating to the use of your **CARTEC-MALAYSIA** Wallet including transactions made and balance remaining in your **CARTEC-MALAYSIA** Wallet can be found on the **CARTEC-MALAYSIA** Platform.

## 6 USING YOUR CARTEC-MALAYSIA WALLET



- 6.1 You may use your **CARTEC-MALAYSIA** Wallet to purchase goods and/or services through the **CARTEC-MALAYSIA** Platform. For security reasons, we may limit the amount or number of transactions you can make through your **CARTEC-MALAYSIA** Wallet. We may require that you submit additional identification documents prior to you making a purchase at our sole discretion.
- 6.2 Each time you use your **CARTEC-MALAYSIA** Wallet, you authorize us to reduce the value available in your **CARTEC-MALAYSIA** Wallet Balance by the total amount of the transaction and where applicable, any fees, including shipping fees, payment fees and all applicable taxes. The amount of any purchases will first be applied to any Promo Coupons or Refund Coupons (based on the earliest expiry date for each such Promo Coupon or Refund Coupon) which are available in your **CARTEC-MALAYSIA** Wallet. You can only make payments using your **CARTEC-MALAYSIA** Wallet to the extent that you have **CARTEC-MALAYSIA** Wallet Balance to support those transactions. You are not allowed to make purchases in excess of your **CARTEC-MALAYSIA** Wallet Balance. We will not extend credit in connection with your use of your **CARTEC-MALAYSIA** Wallet, and you must repay us immediately if your **CARTEC-MALAYSIA** Wallet Balance is ever less than zero for whatever reason.
- 6.3 You are responsible for all transactions initiated and fees incurred by using your **CARTEC-MALAYSIA** Wallet. If other persons access your **CARTEC-MALAYSIA** Wallet, we will treat this as if you have authorized such use and you will be responsible for any transactions made, and fees incurred by such use.
- 6.4 You must notify us immediately of any unauthorized use of **CARTEC-MALAYSIA** Wallet or any other breach of security regarding the **CARTEC-MALAYSIA** Wallet of which you have knowledge. You must report any such activities within ninety (90) days for any claims for unauthorized use of your **CARTEC-MALAYSIA** Wallet to be valid for consideration under **CARTEC-MALAYSIA**'s Payment Protection Policy.
- 6.5 You shall ensure that you download the **CARTEC-MALAYSIA** Mobile Application from the authorized Apple App Store or Google Play.

- 6.6 For access and usage of **CARTEC-MALAYSIA** Wallet via the **CARTEC-MALAYSIA** Mobile Application, you must ensure that you shall not install or use the **CARTEC-MALAYSIA** Mobile Application on a jail-broken or rooted device. Unauthorized modifications to any mobile devices' operating systems can cause security issues to the hacked devices. We shall not be liable for any losses suffered by you or for any costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the **CARTEC-MALAYSIA** Mobile Application.
- 6.7 Notwithstanding anything to the contrary under **CARTEC-MALAYSIA**'s Payment Protection Policy, you agree that we will not compensate you for any loss resulting from any claims for unauthorized use of your **CARTEC-MALAYSIA** Wallet under any of the following events, as determined at our sole and absolute discretion:
- 6.7.1 where any such claims relate to transactions that are found to be conducted on your trusted device, your IP address or any other user-acceptable boundaries;
  - 6.7.2 where you have acted fraudulently or with negligence, including but not limited to cases where you have willfully disclosed your **CARTEC-MALAYSIA** Wallet log-in details to a third party;
  - 6.7.3 if you fail to provide us with any relevant documentation as reasonably requested by us in relation to any such unauthorized transactions;
  - 6.7.4 where any funds in your **CARTEC-MALAYSIA** Wallet are subject to legal process or other encumbrance restricting transfer;
  - 6.7.5 where any such transactions are taking place under circumstances beyond our control, including but not limited to natural disasters, civil unrest etc. which are beyond reasonable control; and/or
  - 6.7.6 where any terminal or system (including our or **CARTEC-MALAYSIA**'s website or services) was not working properly or suffering any other technical malfunction before you initiated the relevant transaction.

- 6.8 Subject to clauses 5 and 6.4, no redemption of cash, transfer of funds or cash withdrawal is permitted in respect of any amounts on your **CARTEC-MALAYSIA** Wallet.
- 6.9 We shall have the right to refuse any transaction on your **CARTEC-MALAYSIA** Wallet if:
- 6.9.1 the transaction does not satisfy these Terms and Conditions or the terms and conditions of your **CARTEC-MALAYSIA** Account; or
- 6.9.2 where we have reason to believe that the transaction may violate any laws, rules or regulations or may otherwise subject us or any of our affiliates to liability or obligation.
- 6.9.3 such transaction involving the use of any Promo Coupon or Refund Coupon where we or **CARTEC-MALAYSIA** suspects any coupon abuse or fraud or any illegal activities in relation to your **CARTEC-MALAYSIA** Wallet.
- 6.10 When using your **CARTEC-MALAYSIA** Wallet to pay for a purchase on the **CARTEC-MALAYSIA** Platform, payments may be processed through accounts owned by us or one of our affiliates and/or a registered third-party service provider acting on our behalf.
- 6.11 For each purchase transaction you make on the **CARTEC-MALAYSIA** Platform, we will transfer funds from your **CARTEC-MALAYSIA** Wallet when the first of any of the following events occurs:
- 6.11.1 we receive confirmation of a successful completion of the purchase from **CARTEC-MALAYSIA**;
- 6.11.2 you fail to confirm receipt of the goods or services within the time limit prescribed under the terms and conditions of the **CARTEC-MALAYSIA** Platform, in which case you will be deemed to have received the goods or services;
- 6.11.3 the conclusion of any settlement agreement or dispute between you and any other user of the **CARTEC-MALAYSIA** Platform and/or **CARTEC-MALAYSIA**, in which case the funds will be disposed in accordance with such settlement agreement or dispute resolution; or

- 6.11.4 **CARTEC-MALAYSIA** or any of its affiliates, or us or any of our affiliates receives any order, ruling, award or judgment from a competent court, arbitration tribunal or authority which directs us to release the funds, in which case the funds will be disposed in accordance with such order, ruling, award or judgment.
- 6.12 When releasing any funds, we shall have the right to deduct or withhold any financial charges or service fees due and payable to us and/or **CARTEC-MALAYSIA** in such amounts as instructed by **CARTEC-MALAYSIA**.
- 6.13 If you experience any difficulties with your **CARTEC-MALAYSIA** Wallet, please contact us at <https://www.cartecmalaysia.com.my/contact/> . If you have placed an order on the **CARTEC-MALAYSIA** Platform and experience difficulties with your order, please contact customer service <https://www.cartecmalaysia.com.my/contact/> .
- 6.14 You shall complete any purchases in accordance with the applicable terms and conditions of the **CARTEC-MALAYSIA** Platform <https://www.cartecmalaysia.com.my/terms-of-use>, which may be amended from time to time at **CARTEC-MALAYSIA**'s discretion without notice.
- 6.15 You agree to give all notices, provide all necessary information, materials and approvals, and render all reasonable assistance and cooperation necessary for us to operate your **CARTEC-MALAYSIA** Wallet. If your failure to do so results in any delay in any transaction on your **CARTEC-MALAYSIA** Wallet, neither we nor **CARTEC-MALAYSIA** shall be liable for any loss or damages arising from such delay.
- 6.16 You acknowledge and agree that we are not a bank or remittance agent and the services we provide to you in connection with your **CARTEC-MALAYSIA** Wallet should in no way be construed as the provision of banking services or remittance services. We are not acting as a trustee, fiduciary or escrow with respect to your **CARTEC-MALAYSIA** Account Balance.

## **7 REFUNDS**

7.1 If, having purchased goods or services on the **CARTEC-MALAYSIA** Platform, you are subsequently entitled to a refund for any reason in respect of such goods or services, you agree that **CARTEC-MALAYSIA** will either (i) issue a Refund Coupon; or (ii) where the purchase was made using a credit card, credit the refund to the same credit card. We may require you to provide additional information prior to processing any refund.

7.2 A Refund Coupon is

- a. not legal tender;
- b. not considered electronic money;
- c. not transferable; and
- d. subject to **CARTEC-MALAYSIA** terms and conditions.

## **8 CLOSURE AND NON-USE OF YOUR CARTEC-MALAYSIA WALLET**

8.1 You may request that we close your **CARTEC-MALAYSIA** Wallet at any time by contacting our customer support team. Contact details of the customer support team are available at <https://www.cartecmalaysia.com.my/contact/> .

8.2 We may, at any time and at our absolute and sole discretion:

8.2.1 discontinue your use of the **CARTEC-MALAYSIA** Wallet or any part thereof;

8.2.2 close your **CARTEC-MALAYSIA** Wallet; and/or

8.2.3 reactivate your **CARTEC-MALAYSIA** Wallet upon the completion of any relevant internal investigations (where applicable).

- 8.3 We shall endeavor to provide notice of any such discontinuation or closure of your **CARTEC-MALAYSIA** Wallet. You agree that we shall not be liable to you in relation to any inability of yours to access your **CARTEC-MALAYSIA** Wallet or any part thereof.
- 8.4 Closure of your **CARTEC-MALAYSIA** Wallet will not cancel any cleared transactions, which you have already undertaken.
- 8.5 If your **CARTEC-MALAYSIA** Wallet is closed for any reason, we will contact you to arrange for the refund of any residual electronic funds in that **CARTEC-MALAYSIA** Wallet as set out in clause 6.6. In no event shall you be entitled to any refund in respect of any **CARTEC-MALAYSIA** Wallet Balance attributable to Promo Coupons.
- 8.6 You remain liable for all obligations related to your **CARTEC-MALAYSIA** Wallet. Closure of your **CARTEC-MALAYSIA** Wallet does not relieve you of any liability pertaining to your **CARTEC-MALAYSIA** Wallet. In the event of a pending investigation at the time your **CARTEC-MALAYSIA** Wallet is closed, we may continue to hold your funds for up to one hundred and eighty (180) days from the date of closure in order to protect us against any loss. If we suspect that you have used your **CARTEC-MALAYSIA** Wallet for any illegal purposes, we may hold any outstanding **CARTEC-MALAYSIA** Wallet Balance for such time as we determine in our absolute discretion or as required by law.
- 8.7 We will refund any electronic funds in your **CARTEC-MALAYSIA** Wallet as soon as practicable after its closure through any payment method we deem in our discretion most suitable, on the condition that you provide us with:
- 8.7.1 valid bank account details where the name and address details of that bank account's holder match the name and address details of your **CARTEC-MALAYSIA** Wallet; and
- 8.7.2 request for additional information and/or documentation where we deem necessary and in accordance with any regulatory or legal requirement

8.8 We have the right not to return to you any disputed funds or any funds which relate to a breach of these Terms and Conditions until such time such a dispute has been resolved or where a court of a competent jurisdiction has decided on the matter.

8.9 We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or any other illegal activity checks before authorizing any withdrawal of your funds, including returning any funds to you after your **CARTEC-MALAYSIA** Wallet has closed or before any refunds are processed.

## 9 AMENDMENTS

9.1 We may amend these Terms and Conditions any time by posting an updated version at [www.CARTEC-MALAYSIA.com.my](http://www.CARTEC-MALAYSIA.com.my). The updated version of these Terms and Conditions shall take effect 21 days from the posting date. Each time you use your **CARTEC-MALAYSIA** Wallet you confirm that you agree to be bound by these Terms and Conditions as may be amended from time to time.

## 10 AVAILABILITY OF CARTEC-MALAYSIA WALLET

10.1 We may, from time to time and upon giving at least 21 days notice to you, upgrade, modify, suspend or discontinue the provision of your **CARTEC-MALAYSIA** Wallet and in such an event we shall not be liable if any such upgrade, modification or suspension prevents you from accessing your **CARTEC-MALAYSIA** Wallet or any part of it. Notwithstanding the above, we reserve the right to suspend or discontinue the provision of the **CARTEC-MALAYSIA** Wallet without any prior notice in the event of suspected fraud or AML breaches or for scheduled system maintenance.

## 11 REPRESENTATIONS AND WARRANTIES

11.1 By accepting these Terms and Conditions, you represent and warrant that you are at least 18 years of age and not violating any applicable laws or regulations through your use of your **CARTEC-MALAYSIA** Wallet, and you agree to defend, indemnify and hold us, our Indemnitees, affiliates and authorized representatives harmless from any claim, demand (including legal fees and costs), fines, penalties or other liability incurred by us due to or arising out of your breach of this representation and warranty. We may report any suspicious activity to the relevant authorities.

## 12 RESTRICTED ACTIVITIES

12.1 In connection with your use of your **CARTEC-MALAYSIA** Wallet, you shall not:

12.1.1 Provide false, inaccurate or misleading information;

12.1.2 Use your **CARTEC-MALAYSIA** Wallet for any illegal activities;

12.1.3 Use your **CARTEC-MALAYSIA** Wallet in a manner that may result in complaints, disputes, claims, penalties or other liability to us, other users or third parties or may be regarded as an abuse of the card system or a violation of card association or network rules; or

12.1.4 Breach these Terms and Conditions and/or the Privacy Policy or violate any applicable laws and regulations.

12.2 If we, in our sole discretion, believe that you may have engaged in the above restricted activities, we may take various actions, including the following:

12.2.1 We may suspend or restrict your access to and/or close your **CARTEC-MALAYSIA** Wallet;

12.2.2 We may terminate these Terms and Conditions and refuse to provide the services to you;

12.2.3 We may place a hold on your **CARTEC-MALAYSIA** Wallet Balance for up to 180 days if reasonably needed to protect against the risk of liability; or



12.2.4 We may take legal action against you.

12.3 If you are below 18 years old you must obtain consent from your parent(s) or legal guardian(s). By consenting to your acceptance of these Terms and Conditions, your parent(s) or legal guardian(s) are agreeing to take responsibility for: (i) your actions in your use of the **CARTEC-MALAYSIA** Wallet; (ii) any charges associated with your use of any of the **CARTEC-MALAYSIA** Wallet; and (iii) your compliance with these Terms and Conditions. If you do not have consent from your parent(s) or legal guardian(s), you must cease using the **CARTEC-MALAYSIA** Wallet.

### **13 DISCLAIMER**

13.1 You agree that all risks arising from your use of the **CARTEC-MALAYSIA** Wallet will be borne by you.

13.2 We make no warranty that:

13.2.1 the **CARTEC-MALAYSIA** Wallet will meet your requirements;

13.2.2 the **CARTEC-MALAYSIA** Wallet services will be uninterrupted, timely or error free; or

13.2.3 any products, information or material purchased by you using the **CARTEC-MALAYSIA** Wallet will meet your requirements.

13.3 Except as expressly provided in these Terms and Conditions and to the fullest extent permitted by law, the **CARTEC-MALAYSIA** Wallet and related services are provided “as is”, “as available” and “with all faults”. All such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded.

13.4 To the fullest extent permitted by law, we and our affiliates shall not be liable for any indirect, consequential, incidental, special or punitive damages, including damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from your use of or inability to use the **CARTEC-MALAYSIA** Wallet and related services. In any event, our total aggregate liability to you under these Terms and Conditions or in relation to your use of the **CARTEC-MALAYSIA** Wallet will not exceed your **CARTEC-MALAYSIA** Wallet Balance at the point in time when such liability arose.

13.5 Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the foregoing exclusions or limitations may not apply to you. You may also have other rights that vary by jurisdiction and other jurisdictions.

13.6 In the event that it is demonstrated that you are below the age of 18 when you agreed to these Terms and Conditions, we shall not be liable for any loss suffered by you arising out of the use of the **CARTEC-MALAYSIA** Wallet.

## 14 NOTICES

14.1 Notices from us

14.1.1 You agree that all notices or other communications from us are deemed to have been given to you if:

- i. communicated through any print or electronic media as we may select from time to time, will be deemed to be notified to you on the date of publication or broadcast;  
or
- ii. sent by post or left at your last known address, received by you on the day following such posting or on the day when it was so left.

## 14.2 Notices from you

14.2.1 You may only give notice to us in writing sent to our designated address or e-mail address (as may be amended from time to time), and we shall be deemed to have received such notice only upon receipt. While we endeavor to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.

## 14.3 Other modes of notifications

14.3.1 Notwithstanding Clauses 14.1 and 14.2, we may from time to time designate other acceptable modes of giving notice (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

# 15 GENERAL TERMS

## 15.1 Cumulative rights and remedies

15.1.1 Unless otherwise provided under these Terms and Conditions, the provisions of these Terms and Conditions and our rights and remedies under these Terms and Conditions are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms and Conditions, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms and Conditions or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy at law or in equity.

## 15.2 No waiver

15.2.1 Our failure to enforce these Terms and Conditions shall not constitute a waiver of these terms, and such failure shall not affect our right to later enforce these Terms and Conditions.

## 15.3 Severability

15.3.1 If at any time any provision of these Terms and Conditions become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms and Conditions.

#### 15.4 Rights of third parties

15.4.1 A person or entity who is not a party to these Terms and Conditions shall have no right to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

#### 15.5 Governing law

15.5.1 Use of the **CARTEC-MALAYSIA** Wallet, and these Terms and Conditions shall be governed by and construed in accordance with Malaysian law and you hereby submit to the exclusive jurisdiction of the Malaysian courts.

#### 15.6 Disputes

15.6.1 If any dispute or claim arises from or in connection with these Terms and Conditions or your use of your **CARTEC-MALAYSIA** Wallet (“Dispute”), the relevant parties shall first attempt to resolve the Dispute through amicable negotiations. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

15.6.2 In any event and to the fullest extent permitted by applicable law, you may not make any claim against the Indemnitees under these Terms and Conditions after one year from the date of occurrence of the matter giving rise to the claim.

#### 15.7 Injunctive relief

- 15.7.1 We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is an appropriate or adequate remedy.
- 15.8 Correction of errors
- 15.8.1 Any typographical, clerical or other error or omission in any acceptance, invoice or other document on our part shall be subject to correction without any liability on our part.
- 15.9 Language
- 15.9.1 In the event that these Terms and Conditions is executed or translated in any language other than English ("Foreign Language Version"), to the extent allowed under law, the English language version of these Terms and Conditions shall govern and shall take precedence over the Foreign Language Version.
- 15.10 Entire agreement
- 15.10.1 These Terms and Conditions shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.
- 15.11 Binding and conclusive
- 15.11.1 You acknowledge and agree that any records (including records of any telephone conversations relating to the **CARTEC-MALAYSIA** Wallet, if any) maintained by us and/or our service providers relating to or in connection with the **CARTEC-MALAYSIA** Wallet shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

## 15.12 Sub-contracting and delegation

15.12.1 We reserve the right to delegate or sub-contract the performance of any of our functions or obligations in connection with **CARTEC-MALAYSIA** Wallet to any service provider, subcontractor and/or agent on such terms as we may deem appropriate.

## 15.13 Assignment

15.13.1 You may not assign your rights or transfer your obligations under these Terms and Conditions without our prior written consent. We may assign our rights or transfer our obligations under these Terms and Conditions to any third party at our sole discretion.

## 15.14 Force Majeure

15.14.1 We shall not be liable for non-performance, error, interruption or delay in the performance of our obligations under these Terms and Conditions (or any part thereof) or for any inaccuracy, unreliability or unsuitability of **CARTEC-MALAYSIA** Wallet if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

## 16 INQUIRIES OR COMPLAINTS

16.1 For further information, enquiries or complaint on the Service, you may contact us at <https://www.cartecmalaysia.com.my/contact/>

16.2 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](mailto:bnmtelelink@bnm.gov.my)