

ManagePay

Product Documentation

1 131016



Product Documentation

Table of Contents				
Item No	Subject	Page		
Α	MPAY BALANCE ACCOUNT AGREEMENT	3		
В	MPAY MASTERCARD® AGREEMENT			
С	MPAY BALANCE ACCOUNT - PRODUCT DISCLOSURE SHEET	22		
D	MPAY MASTERCARD – PRODUCT DISCLOSURE SHEET	26		

2 131016



A. MPAY BALANCE ACCOUNT AGREEMENT

In consideration of MANAGEPAY SERVICES SDN BHD (516641-W) opening a MPay Balance Account in my name, I hereby agree to be bound by the following terms and conditions herein.

1. **DEFINITIONS**

In the Terms and Conditions herein contained (Terms & Conditions), unless the context indicates otherwise, the following words and phrases shall have the meanings indicated against them:

- Account refers to the User's MPay Balance Account and/or MPay MasterCard Account or any
 other type of account so designated by the Issuer to be eligible account(s) for the operations
 through the use of MPay Portal and MPay Wallet Services.
- Accounts in the name of Minors. Accounts in the name of Minors. In case of accounts for minors, the MPay Portal and MPay Wallet facility may be made available to the minor provided that the account of the minor may only be opened and closed by the natural parent/guardian of the minor. Similarly, any request for PIN number or change in PIN number for the account may only be effected by the natural parent/guardian of the minor. Needless to say, the natural parent/guardian of the minor shall be responsible for all matters, including risk and consequences relating to the account of the minor.
- **Confidential Information** refers to the information obtained by the User through the Issuer for availing various services through the Site.
- **Instruction** means any request or instruction that is received from the customer by the Issuer through MPay Portal and MPay Wallet Services.
- Issuer refers to ManagePay Services Sdn Bhd (516641-W), a company incorporated under the laws of Malaysia and having its registered office at 16-A (1st Floor), Jalan Tun Sambanthan 3, Brickfields, 50470 Kuala Lumpur(which expression shall, unless it is repugnant to the subject or context thereof, include its holding and sister companies and associates, successors and assigns).
- MPay Balance Account means the eMoney facility offered by the Issuer. MPay Portal and
 MPay Wallet App Services are the Issuer's services which provide access to account
 information, products and other services (including transactions of financial and non-financial
 in nature) as advised by the Issuer from time to time to the customers through the Site.
- **MPay Portal and MPay Wallet Services** refers to a service offered by the Issuer through which a registered User may conduct enquiries or perform transactions on the Issuers' Site.
- **Mobile One Time Password** refers to one time 6 digit pass code that would be generated via MPay Wallet Apps onto a User's mobile number registered on the Issuer's record.
- **Personal Information** refers to the information about the User obtained by the Issuer in connection with the MPay Portal and MPay Wallet Services.
- Site means <u>www.mpay.my</u> website of the Issuer.
- **Third party product** refers to any product and/or service of third party which is offered by or through the intermediary of the Issuer.
- User refers to a customer of the Issuer authorized to use MPay Portal and MPay Wallet Services.



2. APPLICABILITY OF TERMS

The Terms & Conditions form the contract between the User using the MPay Portal and MPay Wallet Services and the Issuer. By applying for MPay Portal and MPay Wallet Services and accessing the service the User acknowledges and accepts the Terms & Conditions. Any conditions relating to the accounts of User other than the Terms & Condition will continue to apply except that in the event of any conflict between the Terms & Condition and that in the account, the Terms & Conditions will prevail. The Terms & Conditions shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier, save for those said to survive termination.

3. ONLINE APPLICATION TO OPEN A MPAY BALANCE ACCOUNT AND/OR MPAY MASTERCARD

The customer would need to have access to the Internet.

Application to open an Account shall be made online via the Site or other designated channels as may be determined by the Issuer from time to time. The acceptance and continuance of the Account will be entirely at the discretion of the Issuer. The Issuer reserves the right to reject and decline my application at the Issuer's sole and absolute discretion or if the Issuer's records show that I have been blacklisted by the Issuer, Bank Negara Malaysia or MasterCard International or if any of my account(s) has been monitored by the Issuer due to unusual, irregular, suspicious, fraudulent and/or unauthorized activities or suspected misuse, or has been blocked, cancelled or terminated by the Issuer provided always that the Issuer shall have no obligation to provide to me the reason or evidence or grounds in declining my application. Whilst the application is open to all individual customers, the Issuer reserve the right to reject any application and/or to decline to open the Account at the Issuer's sole and absolute discretion without assigning any reasons whatsoever, and the Issuer's decision shall be final and conclusive.

I shall comply with all the Issuer's requirements to open the Account. In applying for the Account, using and/or operating the Account, I represent and warrant that (i) all information provided by me to the Issuer is true, correct and complete (ii) I do not have any other MPay Balance Account with the Issuer (iii) I am at least eighteen (18) years of age (iv) I am at least twelve (12) years of age with parental/guardian consent to enter into the arrangement contemplated under the Terms & Conditions and (v) I have a registered mobile number and mailing address in Malaysia. I agree that based on such disclosure, I shall be liable for misrepresentation or false, untrue or incorrect information disclosed by me for the opening of the Account and for the continued usage and/or operation of the Account, and I shall be liable and responsible for any damage or loss suffered or incurred by the Issuer arising under any of my breach or default herein.

I acknowledge that the Account shall be governed by and subject to the Terms & Conditions, the Issuer's Terms of Access governing the use of MPay Portal and MPay Wallet Agreement as amended, varied and/or reviewed from time to time by the Issuer. In the event of any conflict or discrepancy between any of the terms and conditions, the Terms & Conditions shall prevail and be deemed as binding on me.

The Account may be opened with or without an application by me for the issuance of the MasterCard as determined by the Issuer at its sole discretion from time to time. I am required to firstly pay the MasterCard Fee in order for my application for the MasterCard to be successfully processed. The Issuer will not process any applications for the issuance of MasterCard if the MasterCard Fee has not been paid or received by the Issuer. The payment of the MasterCard Fee can be done online at any bank's internet banking services or at any other designated channels as may be permitted by the Issuer from time to time.



By opening the Account, I hereby expressly acknowledge and agree that:-

- i. As and when required, I shall furnish the Issuer with any information required by the Issuer for the purpose of regulatory reporting obligations or for whatsoever reasons which the Issuer deems reasonable or necessary.
- ii. I hereby give my express authorization and consent to the Issuer to process (as defined under the Personal Data Protection Act 2010 ("PDPA") and disclose information to third parties including information relating to my personal data (as defined in the PDPA) as well as particulars relating to the Account AS WELL AS disclose relevant information to any third party solely for purposes of determining my eligibility to participate and/or for fulfillment of any benefits to be given to me herein in applying for the MPay Portal and MPay Wallet Services. The Issuer's use of the personal data shall governed by the provisions of the PDPA.

I am also aware that I do not need to agree to receive marketing material for any promotion or campaign which may be organized by the Issuer or by the Issuer's business partners. However, I hereby give my express authorization and consent to the Issuer to use and/or disclose my personal data to third parties under any promotion or campaign which may be organized by the Issuer or by the Issuer in conjunction with other third parties from time to time. Such promotion or campaign may be communicated to me via MPay Portal, MPay Wallet and/or other designated channel as the Issuer may select from to time.

□Yes. I	agree to Opt-in	\square No. I wish to Opt-out
-	ticking either of the boxes, I shall be dee ng material for any promotion or camp ph.	
	Yes. I agree to Opt-in	
	I hereby give my express authorization at disclose my personal data to third parties of may be organized by the Issuer in conjunct time. Such promotion or campaign may be MPay Wallet and/or other designated chantime.	under any promotion or campaign which ion with other third parties from time to e communicated to me via MPay Portal,
	No. I wish to Opt-out	
In the	event I do not wish to receive marketing	materials for promotions or campaigns

anymore. I may accordingly withdraw my said consent, which withdrawal shall be effective immediately as soon as I serve a notice of withdrawal of such consent to the Issuer at the following telephone number or address (which may be changed by the Issuer from time to time by notice to me): Wisma MPSB, Lot 109-113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor, Tel No.: 1700-81-6729.

- iii. I recognize and understand that the Account is not an interest bearing account and shall not earn any interest whatsoever.
- iv. I recognize and understand that I shall not add or credit funds into the Account in excess of the Maximum Amount of RM10,000.



4. MPAY PORTAL AND MPAY WALLET SERVICES

The Issuer shall endeavor to provide to the User through MPay Portal and MPay Wallet Services such as inquiry about the balance in its account(s), details about transactions, statement of account, request for transfer of funds between accounts of the same User and other accounts and many other facilities as the Issuer may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Issuer. The Issuer at its sole discretion may also make additions/deletions to the MPay Portal and MPay Wallet Services being offered without giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Issuer or written communication or any other mode as the Issuer thinks fit. The Issuer shall take reasonable care to, ensure the security of and prevent unauthorized access to the MPay Portal and MPay Wallet Services using technology reasonably available to the Issuer. The User shall not use or permit to be used MPay Portal and MPay Wallet Services or any related service for any illegal or improper purposes.

The User would be allotted a User-id and a password (to be used at the time of login) by the Issuer in the first instance. The User will be required to mandatorily change the User-Id and password assigned by the Issuer on accessing MPay Portal and MPay Wallet Services for the first time.

As a safety measure the User shall change the password as frequently as possible, at least once in 90 days. In addition to User-id and password the Issuer may, at its discretion, advise the User to adopt any other means of authentication including but not limited to smart cards, Mobile One Time Password and/or Digital certification issued by Issuer, licensed or approved Certifying Authorities or vendors.

The User shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the Issuer through any means other than the MPay Portal and MPay Wallet Services.

5. USER-ID AND PASSWORD

The User shall:

- Keep the User-id and password totally confidential and not reveal them to any third party.
- Create a password of at least 8 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the User's name, address, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and / or numbers;
- Commit the User-id and password to memory and not record them in a written or electronic form:
- Not let any unauthorized person have access to its computer/mobile phone or leave the computer/mobile phone unattended while using MPay Portal and MPay Wallet Services.
- Not disclose/reveal its personal or confidential information to anyone over email/SMS/phone call even if it is purportedly from the Issuer. The Issuer or any of its representatives will never send me emails/SMS or call me over phone to seek my personal information like Username, passwords, Mobile One Time Passwords etc. For tips on safe usage of password(s), "Password Management" displayed as a link on the login page of the Site may be referred.
- Not access the Site if its computer/mobile phone device is not free of malware (Viruses, Trojans, etc.).



In the event of forgetting of User-id and/or password or expiry/ disability of password(s) User can request for change of the password via online. The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract. The User agrees and acknowledges that Issuer shall in no way be held responsible or liable if the User incurs any loss as a result of compromise of User-id and password by the User himself or User has failed to follow the MPay Portal and MPay Wallet Services instructions as published by the Issuer on the site from time to time. User agrees to fully indemnify and hold harmless Issuer in respect of the same.

Locking of User ID

MPay Portal and MPay Wallet Services Password / User ID shall get locked after a number of incorrect attempts, up to such number (at present 3 failed attempts) as may be decided by the Issuer from time to time. The same shall be available on the next day. In case of emergency, the User ID / password can be unlocked through online.

Deactivation of User ID

The Issuer has the discretion to deactivate a User MPay Portal and MPay Wallet Services ID, if the same has not been used for a period defined by the Issuer. Also the Issuer has the right to deactivate the MPay Portal and MPay Wallet Services login of User due to unsatisfactory behavior in the account.

6. CYBER CRIME

The Internet per se is susceptible to various cyber-crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Issuer. Whilst the Issuer shall endeavour to protect the interest of the customers, there cannot be any guarantee such cyber-crimes and other actions that could affect Payment Instructions / other instructions to the Issuer from occurring, including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Issuer shall not be held responsible for losses arising out of such cyber-crimes. The User understands that doing a MPay Balance and MPay MasterCard transaction at a Cybercafe/shared computer terminal is risky and shall avoid using the services of a Cybercafe/shared computer terminal to do any MPay Balance and MPay MasterCard transactions.

7. ERRORS OF OMISION & COMMISSION

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts, cheques would require proper, accurate and complete details.

For instance, the customer is aware that: - it would be required to fill in the correct account number of the person to whom the funds are to be transferred.- it would be required to fill in the correct Prepaid Card number while topping up the value for a Prepaid Card.- it would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Issuer), mailing address, amount of the transfer and the city/state where the transfer is payable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts and there is no guarantee of recovery of the same thereafter. The User shall therefore take all care to ensure that there are no mistakes and errors and that the information given by it to the Issuer in this regard is error free, accurate, proper and complete at all points of time. The User indemnifies the Issuer from any loss due to an error on its part. **Credit will be effected based solely on the beneficiary account number information and the beneficiary name particulars will not be used there for.** On the other hand in the event of the User's account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Issuer shall be entitled to reverse the erroneous credit at any time whatsoever without the User's consent. The User shall be liable and responsible to the Issuer and accede to accept the Issuer's instructions without questions for any unfair or unjust gain obtained by it as a result of the same.



8. TECHNOLOGY RISKS

The site of the Issuer may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays and/or failure in the processing of instructions. The User understands that the Issuer disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Issuer to honor any customer instruction for whatsoever reason.

9. JOINT ACCOUNTS

The MPay Balance Account and MPay MasterCard do not support joint customers account at this moment.

10. LIMITS

The User is aware that the Issuer may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred that can be issued by virtue of the payment instructions given hereunder. The User acknowledges that the same is to reduce the risks on the User. For instance, the Issuer may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Issuer shall put an appropriate message on the relevant page of the Site.

11. CHARGES

The Issuer at its discretion from time to time may specify charges for usage of MPay Portal and MPay Wallet Services and/or additional charges for selected services which is published on the Site and any further changes in the charges/fees shall also be communicated to the customer by email, sms or other electronic channels like WhatsApp and also displayed on the above site and the company's office at least 21 calendar days before the changes occur. All out of pocket expenses where-ever applicable will be borne by the User. The User hereby authorizes the Issuer to recover all charges related to MPay Portal and MPay Wallet Services as determined by the Issuer from time to time by debiting the User's account.

12. MAINTENANCE OF SUFFICIENT BALANCE

User shall ensure that there are sufficient funds (or drawing power for credit facilities) in any Account for transactions through the MPay Portal and MPay Wallet Services, and the Issuer shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Issuer shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges at the rates as may be determined by the Issuer. Issuer may, at its discretion, levy penal charges for non-maintenance of the minimum balance. Issuer may withdraw the provision of MPay Portal and MPay Wallet Services, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the User and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

13. RIGHT TO SET OFF AND LIEN

Issuer shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by User(s) or in any other account, to the extent of all outstanding



dues, whatsoever arising as a result of the MPay Portal and MPay Wallet Services extended to and/or used by the User.

14. FUNDS TRANSFER

The User shall not use or attempt to use MPay Portal and MPay Wallet Services for funds transfer without sufficient funds in the relative MPay Balance and/or MPay MasterCard account. The Issuer will endeavor to effect such funds transfer transactions received through MPay Portal and MPay Wallet Services provided there are sufficient funds available in the User's account. The Issuer shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the control of the Issuer.

. FUNDS TRANSFER WITHIN ACCOUNTS OF THE ISSUER / TO OTHER BANKS' ACCOUNTS

The User accepts that it will be responsible for keying in the correct account number/other particulars of the beneficiary for the funds transfer request. In no case, the Issuer will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong/incorrect/incomplete account number, information of the beneficiary and/or any other particulars.

If funds transfer is made available to the User, it may be used for transfer of funds between Users' own accounts and/or from User account to accounts belonging to third parties maintained at the Issuer and/or with other parties.

. BILL PAYMENTS

The User agrees and accepts the MPay Portal and MPay Wallet Services as provided by the Issuer at its requests to carry out its bill payments through MPay Portal and MPay Wallet Services of the Issuer as made available to the User from time to time. If the bill amount exceeds the maximum limit set up by the User for "Auto Pay", the bill will be set for manual payment. The User has to provide correct identification details as registered with the biller. In case of any change in the identification details, it is the User's responsibility to register the changes immediately. Any dispute on bill details will be settled directly by the User with the biller and the Issuer's responsibility is limited to provision of information only. The User shall make payments at least few* working days prior to the due date of the bill. The User further agrees that it shall solely be the User's responsibility to schedule payments at least few* working days prior to the due date of the bill. In the event of late payment, the User shall be liable for late payment charges and other consequence as may be enforced by the biller. The User has no objection whatsoever to the billing company providing its billing details to the Issuer.

The User unconditionally agrees that it shall not hold the Issuer liable for:

Transactions that are carried out in accordance to the instructions of the User.

Not carrying out such instructions where the Issuer has reason to believe (which decision of the Issuer it shall not be questioned/disputed) that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.

For any loss or damage incurred or suffered by the User due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.

Withdrawing/suspending the facility wholly/partially. However the Issuer will endeavour to notify the User through its website or through any legally recognized medium of communication or otherwise as found suitable by the Issuer.



The User agrees that the record of instructions given and transactions with the Issuer shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings. However, If you dispute any transaction stated in your record of transactions, we may in our absolute discretion and as deemed fit conduct any investigation(s) regarding the disputed transaction(s). Our findings in any investigation conducted in relation to your Card Account shall be conclusive and final.

*few may mean 1 to 5 working days, depending upon biller and varies from biller to biller.

A. MERCHANT PAYMENTS

The Issuer provides the facility of payment for transactions executed on Internet through different sites. The Issuer will execute such transactions and will be responsible for transferring the amount debited from the User's account to the Service /merchants' account. The Issuer shall not be held responsible for failure of such transactions. In no event shall the Issuer be held responsible/liable for any informational content provided on any such site or for any deficiency in the services/products offered by such sites.

The User may perform its purchases by presenting the MOTP, Phone or touching the Sticker at authorised merchants of the Issuer. As for MasterCard Cardholder, he/she can perform the transaction by touching the MasterCard Contactless Card at Merchant POS.

B. LOYALTY PROGRAMS

If my Account allows me to earn loyalty rewards from a loyalty program operated by the Issuer, I acknowledge the following:

- a. Enrolment is not automatic by virtue of having another product from the Issuer on which loyalty rewards may be earned;
- b. Loyalty rewards will only be awarded to the loyalty program account designated by or opened for me;
- c. The rules of the loyalty program may be changed or the loyalty program may be terminated at any time;
- d. The arrangement we have with any third party Loyalty Program Operator may be changed or terminated at any time without notice.

15. STANDING INSTRUCTIONS/SCHEDULED PAYMENTS

The User can set 'Standing Instructions' or 'Schedule Payments' as on a required date i.e. the date on which the Users account shall get debited in the functionality where it is available. If the User wishes to modify / cancel this 'Standing Instruction / Scheduled Payments', the same should be done 1 day prior to the schedule date.

16. TRANSACTION PROCESSING TIME

All the instructions created in MPay Portal and MPay Wallet are **instantaneous transactions** and if received before the cut off time of the specified transaction, will be given effect to instantaneously unless until some processing work or maintenance activity is being done or some unavoidable circumstances beyond the control of the Issuer occur. E.g.: Fund Transfer, Third Party Fund Transfer, stop payment etc.



17. DOCUMENTS REQUIRED FOR TRANSACTION PROCESSING

The User shall be responsible for submitting necessary documents and information as the Issuer may require along with any request for any service under MPay Portal and MPay Wallet Services. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation, the Issuer shall not be required to act on the request until it receives such documentation from the User.

18. AUTHORITY TO THE ISSUER

eMoney transactions in the User's account(s) are permitted through Internet, only after authentication of the User-id and password of the User. The User irrevocably and unconditionally authorizes the Issuer to access all its account(s) for effecting eMoney and other transactions performed by the User through the MPay Portal and MPay Wallet Services. The instructions of the User shall be effected only when such information is in accordance with the prescribed procedure. The User grants express authority to the Issuer for carrying out the eMoney transactions performed/requested by the User through MPay Portal and MPay Wallet Services. The Issuer shall have no obligation to verify the authenticity of any transaction received from the User through MPay Portal and MPay Wallet Services or purported to have been sent by the User via MPay Portal and MPay Wallet Services, other than by means of verification of the User-id and the password. The display or printed output that is generated by the User at the time of operation of MPay Portal and MPay Wallet Services is a record of the operation of the Internet access and shall not be construed as the Issuer's record of the relative transactions. The Issuer's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

The Issuer may at any time without giving notice or reasons, suspend or terminate all or any of the MPay Portal and MPay Wallet Services or their use by the User.

19. ACCURACY OF INFORMATION

A User shall provide such information as the Issuer may from time to time reasonably request for the purposes of providing the services. The User is responsible for the correctness of information supplied to the Issuer through the use of MPay Portal and MPay Wallet Services or through any other means such as electronic mail or written communication. The Issuer accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the User. If the User suspects that there is an error in the information supplied to the Issuer by it, it shall advise the Issuer at the earliest. The Issuer will endeavor to correct the error wherever possible on a 'best efforts' basis. If the User notices an error in the account information supplied to it through MPay Portal and MPay Wallet Services, it shall advise the Issuer at the earliest. The Issuer will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

20. LIABILITY OF THE USER

The User shall be liable for

- 1. Non-compliance of Terms & Conditions mentioned herein.
- 2. If it has breached the Terms & Conditions or contributed or caused the loss by negligent actions such as the following:
 - In disclosing or failing to take all reasonable steps to prevent disclosure of the Userid and/or password to anyone including Issuer's staff and/or failing to advise the Issuer of such disclosure within a reasonable time.
 - Not advising the Issuer within a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the MPay Portal and MPay Wallet Services.



21. LIABILITIES OF THE ISSUER

- 1. The Issuer shall not be liable for any unauthorized transactions in the account(s) through the use of MPay Portal and MPay Wallet Services which can be attributed to the fraudulent or negligent conduct of the User.
- 2. The Issuer shall not be liable to the account holder(s) for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on investment or any other loss of any character or nature whatsoever and whether sustained by the account holder(s) or any other person, if MPay Portal and MPay Wallet Services access is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints ,faults in the telecommunication network or Internet or network failure ,software or hardware error or any other reasons beyond the control of the Issuer.
- 3. The Issuer shall endeavour to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Issuer.
- 4. Issuer, for valid reasons, may refuse to execute any instructions placed by the User.
- 5. The Issuer will in no way be held responsible or liable for delay, failure and/or untimely delivery of Mobile One Time Password and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of the Issuer or its service provider(s).
- 6. Notwithstanding anything contained herein, where Issuer has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), Issuer shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Issuer determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, Issuer shall release such withheld payment subsequently.

22. INDEMNITY

The User agrees to indemnify, hold harmless and defend Issuer and its affiliates against any loss and damages that may be caused from or relating to:

- 1. Breach of Terms & Conditions mentioned herein.
- 2. Improper use of the MPay Portal and MPay Wallet Services by the User.
- 3. Any claims made by third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Issuer's MPay Portal and MPay Wallet Services due to any errors in the information provided by the User including misidentification of Recipient, incorrect account holder's name and account number.
- 4. The use of products/ MPay Portal and MPay Wallet Services in any manner which violates the Terms & Conditions or otherwise violates any law, rule, conditions or regulation.

23. DISCLOSURE OF PERSONAL INFORMATION

The User agrees that the Issuer or its service providers may hold and process its Personal/Technical Information on Computer or otherwise in connection with MPay Portal and MPay Wallet Services as well as for statistical analysis. The User agrees that the Issuer may collect User system related information. The User also agrees that the Issuer may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in any electronic clearing network.
- In compliance with legal and/or Bank Negara Malaysia's directive.
- For fraud prevention purposes.



24. AMENDMENTS

The Issuer has the absolute discretion to amend or supplement any of the Terms & Conditions at any time, without prior notice. However the Issuer will endeavour to notify the changes within 21 calendar days prior to the changes and variations take effect, by posting it on the Site or through advertisement or any other means as the Issuer may deem fit which will be binding on the User. The existence and availability of the new functionalities/facilities/features will be notified to the User as and when they are made available. By using these new services, the User agrees to be bound by the terms and conditions applicable there for.

25. NON-TRANSFERABILITY

The grant of facility of MPay Portal and MPay Wallet Services to a User is non-transferable under any circumstances and shall be used by the User only.

26. PROPRIETARY RIGHTS

The User acknowledges that the software underlying the MPay Portal and MPay Wallet Services as well as other Internet related software which are required for accessing MPay Portal and MPay Wallet Services is the legal property of the Issuer/respective service providers. The permission given by the Issuer to access MPay Portal and MPay Wallet Services will not convey any proprietary or ownership rights in the above software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying MPay Portal and MPay Wallet Services or create any derivative product based on the software.

27. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the Site are registered and unregistered intellectual property rights of Issuer or of respective intellectual property right owners. Nothing contained on the Site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on the Site without the written permission of Issuer or such third party that may own the intellectual property displayed on the Site.

Issuer grants the right to access the Site to the User and use the MPay Portal and MPay Wallet Services in accordance with the Terms & Conditions mentioned herein. The User acknowledges that the services including, but not limited to, text, content, photographs, video, audio and/or graphics, are either the property of, or used with permission by, Issuer and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of Malaysia and other countries, and the applicable terms and conditions.

The User should assume that everything it views or reads on the Site (collectively referred to as "content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in the Terms & Conditions, without the prior written permission of Issuer or the relevant copyright owner.

Any breach of the restrictions on use provided in these terms is expressly prohibited by law, and may result in severe civil and criminal penalties. Issuer shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein.



28. THIRD PARTY LINKS

The Site may provide hyperlinks to websites not controlled by the Site and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products and /or services of such websites. The Site does not editorially control the content, products and /or services on such websites and shall not be liable, in any nature whatsoever, for the access to, or the inability to access to, or the use, inability to use or content available on or through such websites.

29. TERMINATION OF MPAY PORTAL AND MPAY WALLET SERVICES

The User may request for termination of the MPay Portal and MPay Wallet Services facility any time by giving a written notice. The User will remain responsible for transactions made on its account(s) prior to the time of such cancellation of the MPay Portal and MPay Wallet Services.

The Issuer may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the MPay Portal and MPay Wallet Services offered by the Issuer or the use by the User including for reasons such as

- 1. Breach of the Terms & Conditions by the User
- 2. Knowledge or information about the death, bankruptcy or legal incapacity of the User.

30. NOTICES

Notices under the Terms & Conditions to the User may be given through any medium of communication as may be deemed appropriate by the Issuer i.e. (the Site /www.mpay.my) or email, sms, public notification through newspapers, radio, TV etc. Such notices will have the same effect as a notice served individually to each customer.

31. FORCE MAJEURE

The Issuer shall not be liable for delay in performing or failure to perform any of its obligations under the Terms & Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Issuer's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms & Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

32. DISCLAIMER ON THE DIGITAL SIGNATURE ACT

The Issuer has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Issuer. The User hereby agrees/consents for the mode of verification adopted by the Issuer. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.



33. DISCLAIMER ON ANTI VIRUS UPDATE

The User needs to get its PCs/laptops/mobile phones scanned on a regular basis and be updated with the latest antivirus software available. The Issuer shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of MPay Portal and MPay Wallet Services.

34. MPAY MASTERCARD

The User is hereby notified that should it wish to avail itself of a MasterCard card, it may apply for an MPAY MasterCard, terms of operation and use of the MPAY MasterCard of which is available on the Site. For you information, the top-up amount or further reload amount of the MPAY MasterCard is not more than Ringgit Malaysia Ten Thousand (RM10,000-00) or US Dollar Two Thousand Five Hundred (USD2,500-00).

35. GOVERNING LAWS

The Terms & Conditions and/or operations in the accounts of the User maintained by the Issuer and/or the use of services provided through MPay Portal and MPay Wallet Services are construed to be governed in accordance with the laws in Malaysia. Issuer accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of Malaysia. The mere fact that MPay Portal and MPay Wallet Services can be accessed through Internet by a User from a country other than Malaysia shall not be interpreted to imply that the laws of the said countries govern the Terms & Conditions and/or the operations in the accounts of the User through Internet and/or the Use of MPay Portal and MPay Wallet Services. The User agrees to abide by prevailing laws in respect of MPay Portal and MPay Wallet Services applicable in Malaysia. It is the responsibility of the User to comply with any regulations prevailing in the country from where it is accessing the Internet.

All disputes shall be subject to the jurisdiction of the Courts in Kuala Lumpur (Malaysia). The Issuer however, may, in its absolute discretion commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

FND



B. MPay MasterCard® Agreement

This document constitutes the agreement ("Agreement") between you and ManagePay Services Sdn Bhd (Company No. 516641-W) ("ManagePay" which reference shall include where necessary all its associates and holding company) outlining the terms and conditions under which the MPay MasterCard® has been issued to you. "Prepaid Card" means the MPay MasterCard Card issued to you by ManagePay and distributed and serviced by ManagePay You may contact ManagePay Services by phone at 1-700-81-MPAY (6729) or by mail at No. 113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor Darul Ehsan, Malaysia. "Issuer" means ManagePay. The Prepaid Card is a prepaid card. The Prepaid Card is connected to your MPay Balance Account. The Prepaid Card is not a credit card and will not enhance your credit rating. The Prepaid Card is not for resale. You will not receive any interest on your funds on the Prepaid Card. The funds on the Prepaid Card are not insured to you by ManagePay . You acknowledge and agree that the value on the Prepaid Card is limited to the funds that you have loaded onto the Prepaid Card or have been loaded onto the Prepaid Card on your behalf. The Prepaid Card is reloadable. All funds associated with the Prepaid Card shall be held by a Trusted Third Party appointed by ManagePay, in an account for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. You agree to sign the back of the Prepaid Card immediately upon receipt. Signing the back of the Prepaid Card, using the Prepaid Card, or allowing someone else to use the Prepaid Card, means that you accept and agree to be bound by this Agreement in its entirety. In this Agreement the terms "we," "us," and "our" mean the Issuer, ManagePay Services Sdn Bhd., our successors, affiliates and assignees and you" or "your" mean anyone who has purchased or received the Prepaid Card or is authorized to use it. Our business days are Monday through Friday, excluding national.

You should always keep a record of your Prepaid Card number and the Customer Service Department phone number provided herein in case of loss or theft.

Using This Prepaid Card

You will have access to your funds within twenty-four (24) hours after purchase. The Prepaid Card may be used when making purchases from merchants that accept MasterCard. We may decline authorization for any illegal transaction, including, but not limited to any Internet gambling transaction. You agree not to use your Prepaid Card for any illegal transaction. At the time of each purchase using the Prepaid Card, you will be asked to enter a 6-digit PIN for the transaction. The amount in Ringgit Malaysia of the purchase will be deducted from the value of the Prepaid Card.

It is important for you to be sure that the balance of your Prepaid Card is sufficient to cover such amount. Petrol stations may also secure an authorization/approval on the Prepaid Card in excess of the estimated purchase amount to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorization/approval will remain unavailable until the actual transaction posts to your Prepaid Card (typically within seven (7) business days), although only the amount you actually authorize will be deducted from the value of the Prepaid Card.

Using This Prepaid Card at Petrol Stations

There are certain payment situations that may require special or additional steps to use your Prepaid Card. When using the Prepaid Card at an automated fuel dispenser ("pay at the pump"), simply insert your Prepaid Card and follow the instructions. If you pay at the pump, the merchant may pre-authorize the transaction amount up to RM200.00 or more. If the transaction is not completed, you will need to go inside and pay the attendant prior to pumping.

Mail, and Phone Order Purchases

Mail and phone order purchases may require that you enter CVC2 which is the 3 digit code on the back of your card . If you use your Prepaid Card number without presenting your Prepaid Card (such as for mail order or telephone purchase), the legal effect will be the same as if you used the Prepaid Card itself.



Returned or Exchanged Merchandise

If you are entitled to a refund for any reason for goods or services obtained with your Prepaid Card, you agree to accept credits to your Prepaid Card for such refunds and agree to the refund policy of that merchant. You agree that neither the Issuer nor MasterCard International Incorporated or their employees or agents, are responsible for the services or merchandise purchased with the Prepaid Card or any damages resulting directly or indirectly from the use of the Prepaid Card. If you have a problem with merchandise or services purchased with a Prepaid Card, that problem needs to be resolved with the merchant at whose establishment the transaction was made. Exchange or return of merchandise purchased in whole or in part with the Prepaid Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Prepaid Card. If you receive a credit, the credit may not be added to the available funds on the Prepaid Card for seven (7) business days.

Receipts

You should get a receipt at the time you conduct a transaction using your Prepaid Card. This may be your only record of the transaction; you agree to retain your receipts for future reference to verify and reconcile your transactions.

Cash Access

You will be given a Personal Identification Number ("PIN") with your Prepaid Card upon request. You may use your Prepaid Card to obtain cash from an Automated Teller Machine ("ATM") via Mastercard Network, or by any other means.

Overuse/Overspending

Each time you use your Prepaid Card, you authorize us to reduce the value available in your Prepaid Card Account by the amount of the transaction and any applicable fees charged by the relevant merchant. Transactions that exceed the remaining Prepaid Card balance are prohibited and should be declined at the POS. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction then you agree to reimburse us for any amount in excess of the Prepaid Card balance for such a transaction. Once the balance on this Prepaid Card reaches zero (0) all transactions will be declined.

For security reasons, we may limit the number or amount of transactions you can make with the Prepaid Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Prepaid Card. You may not make pre-authorized regular payments from your Prepaid Card. If you authorize a transaction and fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

Responsibility for Use of Your Prepaid Card

You are responsible for all transactions initiated and fees incurred by use of your Prepaid Card, and for using your Prepaid Card according to the terms and conditions of this Agreement. If you permit another person to have access to your Prepaid Card or Prepaid Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Prepaid Card for another person.



Prepaid Card Expiration

The Prepaid Card plastic is valid through the expiration date shown on the front of the Prepaid Card or until the value on the Prepaid Card reaches zero, except where prohibited or modified by applicable law. The funds on the Prepaid Card do not expire. If there is a balance remaining after the expiration date shown on the front of the Prepaid Card, you can call 1-700-81-MPAY (6729) to request that a free replacement Prepaid Card be issued to you. The replacement Prepaid Card will have a value equal to the remaining balance of the expired Prepaid Card.

Customer Service/Balance Inquiries

You are responsible for keeping track of the available balance on your Prepaid Card. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transactions. To check the available balance on the Prepaid Card, review recent transactions, or obtain any other customer service at no charge, you may visit www.mpay.my or call 1-700-81-MPAY (6729) anytime, twenty-four (24) hours a day, seven (7) days a week.

Error Resolution Procedures

In case of any errors with respect to any Prepaid Card transaction, call our Call Centre immediately at 1-700-81-MPAY (6729). You must call and notify us within thirty (30) days of the date of the transaction at issue. If you need more information about error resolution procedures please call our Call Centre at 1-700-81-MPAY (6729). When you notify us, you must provide your name and Prepaid Card number, describe the error or transaction that you are unsure about, and explain as clearly as possible why you need further information.

We may require that you send the complaint or question in an affidavit signed by you, within ten (10) business days of your call to us. Generally, we will tell you the results of the investigation within ten (10) business days after hearing from you and will correct any error promptly. If we need more time, however, it may take up to forty-five (45) calendar days to investigate your complaint or question. For errors involving a new Prepaid Card, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

Prepaid Card Replacement/Liability for a Lost/Stolen Prepaid Card or Unauthorized Transaction

The Prepaid Card can be replaced for any reason. However, there are certain procedures and rules that must be met before we can replace your Prepaid Card in certain circumstances. If you become aware of and/or your transaction history shows a **transaction that you did not authorize**, notify us at once. You should call 1-700-81-MPAY (6729) immediately to report a Prepaid Card lost or stolen. You will be required to provide your name, the Prepaid Card number, original value, and transaction history. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. Under the MasterCard Rules, your liability for unauthorized MasterCard transactions on your Prepaid Card is RM0.00 if you notify us within two (2) business days of the transaction at issue and you exercise reasonable care in safeguarding your Prepaid Card from loss, theft, or unauthorized use. This reduced liability does not apply if you have reported two (2) or more incidents of unauthorized use in the preceding twelve (12) month period.

Your liability for an **unauthorized non-MasterCard debit transaction** on your Prepaid Card is limited to RM150.00 if you notify us within two (2) business days of the transaction at issue and you exercise reasonable care in safeguarding your Prepaid Card from loss, theft, or unauthorized use.

If you notify us after two (2) business days, but within sixty (60) days, following **any unauthorized transaction** or after you learn of the **loss or theft** of your Prepaid Card, you could lose as much as RM1,500.00.



If you do not notify us within sixty (60) days after you learn of the loss or theft of your Prepaid Card, become aware of the unauthorized transaction and/or after the transaction history reflecting the unauthorized transaction was made available to you, you may not get back any value you lost after the sixty (60) days if we could have stopped someone from taking the value if you had promptly notified us of loss or theft of your Prepaid Card or of the unauthorized transaction.

Upon notice from you that your Prepaid Card has been lost or stolen, we will close your Prepaid Card account to help keep losses down and, upon your request, will issue you a free replacement Prepaid Card. It may take up to thirty (30) days to process a request for a replacement Prepaid Card, however, we will endeavor to provide you with a replacement Prepaid Card on as timely a basis as is reasonable under the circumstances.

<u>Liability for Failure to Complete Transactions</u>

If we do not properly complete a Prepaid Card transaction on time or in the correct amount according to this Agreement, we may be liable for your losses and damages. However, we will not be liable under circumstances such as:

- If through no fault of ours, you do not have enough money on the Prepaid Card to cover a transaction:
- If a merchant refuses to accept your Prepaid Card;
- If the transaction would exceed the funds available on your Prepaid Card;
- If the terminal or system was not working properly;
- If access to your Prepaid Card has been blocked after you reported your Prepaid Card lost or stolen;
- If there is a hold or the funds on your Prepaid Card are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe that the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transaction, despite reasonable precautions that we have taken;
- If the merchant authorizes an amount greater than the purchase amount; or
- As otherwise provided in this Agreement or by applicable law.

Revocation/Cancellation

The Prepaid Card will remain the property of the Issuer and we may revoke or suspend the Prepaid Card or this Agreement at any time without cause or notice. You must surrender a revoked Prepaid Card and may not use it to make purchases. You may cancel this Agreement by returning the Prepaid Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Any remaining balance will be sent to you by check as long as you return the Prepaid Card to Customer Service Department, No. 113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor Darul Ehsan, Malaysia and provide your name and address.

No Warranty Of Availability Or Uninterrupted Use

From time to time Prepaid Card services may be inoperative, and when this happens, you may be unable to use your Prepaid Card or obtain information about your Prepaid Card Account available balance. Please notify us at the Call Centre number stated herein if you have any problems using your Prepaid Card. You agree that neither ManagePay nor MasterCard International Incorporatedor their employees or agents are responsible for any interruption of service.



Website And Availability

You agree to act responsibly with regard to the website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

Disclosure of Information to Third Parties

You irrevocably agree we may process (as defined under the Personal Data Protection Act 2010 ("PDPA") including disclose information to third parties about your Prepaid Card or Prepaid Card transactions:

- a. Where it is necessary for completing transactions;
- b. To verify the existence and condition of your Prepaid Card to a third party, such as merchant;
- c. To utilize services of third parties and affiliate entities who assist us in providing the Prepaid Card and related services;
- d. To comply with the PDPA, government agency rules, court orders, or other legal reporting requirements;
- e. If you owe us money or there are legal proceedings in connection with your Prepaid Card, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- f. To our employees, auditors, affiliates, service providers, or attorneys as needed;
- g. To protect against potential fraud and other crimes; or
- h. When otherwise permitted by law.

You also agree we may also share information about you and your Prepaid Card, based on our transactions and experiences with you, with our parent, affiliate and subsidiary companies.

Other Terms

Your Prepaid Card and your obligations under this Agreement is also subject to the terms and conditions set out in the Product Discloure Sheer previously distributed to you. You may not assign this Agreement. We may transfer our rights under this Agreement. Use of your Prepaid Card is subject to applicable law and all applicable rules and customs of any other association involved in such transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of Malaysia. Time, wherever mentioned in this Agreement, shall be of the essence.

Amendment

We may, to the extent permitted by applicable law, amend the terms and conditions of this Agreement at any time by posting the amended terms on our website, www.mpay.my, and any such amendment shall be effective 21 calendar days upon such posting to the website. However, if the change is made for security purposes, you agree we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The current Agreement is available at www.mpay.my.



Section Headings

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

English Language

This Agreement is in the English language. Should you wish to execute this agreement in Bahasa Malaysia language, we will gladly oblige.

Customer Service

For all customer service information regarding the Prepaid Card, please contact:

ManagePay Services Sdn Bhd Customer Service Department No. 113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor Darul Ehsan, Malaysia. 1-700-81-MPAY (6729)

This Agreement is effective 13 October 2016.

END



C. MPAY BALANCE ACCOUNT PRODUCT DISCLOSURE SHEET

13 October 2016

Read this Product Disclosure Sheet before you decide to take up the MPay Balance Account. Be sure to also read the general terms and conditions.

1. What is this product about?

MPay Balance Account is an account that you can open online, anytime and anywhere without going into a physical office, giving you immediate usage of the account. Once you have loaded funds into the account, it immediately allows you to send and receive money by keying in your friend's MPAY Balance account number, transfer funds to his/her Bank account, perform online and in-store purchases, pay bills, reload your mobile prepaid credit and more.

2. What do I get from this product and what are the limitations?

♣ Online Purchases (this feature is currently unavailable)

Perform online purchases with ease via the MPay Balance Account in MPay community. Note: Choose "credit card" as payment mode for transactions on third party websites.

Funds Transfer

You can transfer funds to any MPay Balance account in Malaysia whether to your own or to any third party via MPay Portal or MPay Wallet by entering the recipient's bank and bank account number.

♣ Internet Banking

Enjoy easy management of your account through MPay Portal and MPay Wallet. Users are also able to manage and view their accounts online, perform bill payments, prepaid reloads, funds transfers within MPay Community and many more.

A Various Channels to Add Money to your MPay Balance Account.

You can easily add money into your MPay Balance Account from these channels –

Reload Charges	Per Transaction Basis
- JomPay	No Charges

Note: The fees and charges listed above are inclusive of Goods and Services Tax effective 1 April 2015 at the current prevailing rate.



♣ Discounts & Privileges

Enjoy exclusive discounts and privileges at selected merchant partners when you pay with your MPay Balance Account. Full list of discounts and privileges benefit can be found at www.mpay.my

Safety Measures

To protect against fraud, you will be required to generate a Mobile One Time Password (MOTP) from your mobile phone number registered with the Issuer whenever the following funds transfers or purchases are made from your MPay Balance Account:

- 1) Transfer/Purchase amount of at least RM1 for online purchases
- 2) Transfer/Purchase amount of at least RM1 for mobile wallet purchases

♣ Wallet Limit

The MPay Balance Account has a maximum wallet limit of RM10,000 at any time.

♣ Daily Transaction Limit

The maximum daily combined retail and cash transaction limit is RM10,000.

3. What are my obligations?

- Applicants must be a minimum of 18 years old. Applicants who are 12 years old and above but below 18 years old require parental/guardian support.
- Applicants must own a Malaysia-registered mobile phone number and a mailing address in Malaysia. Additional supporting documents that give details of applicant addresses and/or existing bank account are preferred.
- No proof of income is required.
- Customer must take all reasonable precautions to prevent loss or theft of the MPay Balance Account details. The customer shall notify our Call Centre by telephone, fax or email immediately upon discovery of loss or theft and confirm the same in writing to our Call Centre.

4. What will I need to register for this product?

You do not have to present any physical documents. All you need to do is to register online via the ManagePay website at www.mpay.my or MPay Wallet App.



5. What fees and charges do I have to pay?

Item Description	Fees & charges (RM) For MPay Balance Account(inclusive 6% GST)	
Joining Fee	No charges	
Maintenance Fee	RM6.36 per year	
Funds Transfer Fee (MPay Balance Account to MPay Balance Account and/or MPay Balance Account to MPay MasterCard)	No Charges	
Balance Transfer Fee*	RM0.53 per transfer to other banks.	designated account in
Balance Enquiry Fee	Via Call Centre	No charges
balance Enquiry ree	Via MPay Wallet App	No charges
Sales Draft Retrieval Fee*	RM15.90 for Original ret	
Statement Request*	RM5.30 per monthly statement	
Credit Balance refund via Online only	No Charges	
Closing Account	No Charges	

^{*} This feature is currently unavailable

6. What if I fail to fulfill my obligations?

You are responsible for maintaining adequate security and control of your User ID, Password, MOTP, PIN or any codes that you will use to access the MPay Balance Account You must notify our Call Centre immediately upon discovering that your PIN number or any codes, usernames and passwords is compromised and follow up with a written confirmation together with a copy of your police report. We have the right to terminate your MPay Balance Account if you fail to abide by the Terms and Conditions of MPay Balance Account.

7. What are the major risks?

You must notify us immediately after finding out that your MPay Balance Account or PIN number or any codes, usernames and passwords have been compromised, or if you suspect that an unauthorised transaction has been conducted on your MPay Balance Account in order for us to block your account.



- 8. What do I need to do if there are changes to my contact details?

 It is important that you inform us of any changes in your contact details to ensure that all correspondence reach you in a timely manner. This can be done by contacting the Call Centre to update your contact details.
- 9. Where can I get further information?
 For more information, please contact us at:

Call Centre: 1 700 81 6729 (MPAY); OR

Email: callcenter@mpay.my; OR

Website: www.mpay.my

If you wish to lodge any complaints, please contact to our Call Centre representatives at:

1. Call Centre: 1 700 81 6729 (Local) or +603 8023 1880 (International); OR

2. Email: callcenter@mpay.my; OR

3. Write to us:

Customer Service Department ManagePay Services Sdn Bhd Wisma MPSB, Lot 113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor, Malaysia.

If our reply to your query or complaint is not satisfactory to you, you may contact Bank Negara Malaysia LINK or TELELINK at:

Address: Block D, Bank Negara Malaysia

Jalan Dato'Onn 50480 Kuala Lumpur

Tel: 1 300 885 465 Fax: +603-2174 1515

Email: <u>bnmtelelink@bnm.gov.my</u>

The information in this disclosure sheet is valid as of 13 October 2016.

END



D. MPAY MASTERCARD PRODUCT DISCLOSURE SHEET

13 October 2016

Read this Product Disclosure Sheet before you decide to take up the MPay MasterCard. Be sure to also read the general terms and conditions.

1. What is this product about?

When you open a MPay Balance Account online, we offer you the option to own a physical MPay MasterCard Card for in-store purchases at all domestic and worldwide MasterCard merchants as well as cash withdrawals via ManagePay ATM and other Bank's ATM with MasterCard Network. You can only own one (1) MPay Balance Account at any point in time, but you can have more than one MPay MasterCard, supplementary MasterCard or other MPay co-branded Card with various retail segment.

2. What do I get from this product and what are the limitations?

♣ In-store Purchase

The MPay MasterCard Card can be used to pay for goods and services at MasterCard merchants domestically and worldwide.

♣ Online Purchases (this feature is currently unavailable)

Perform online purchases with ease via MPay MasterCard Card on all website worldwide. Note: Choose "credit card" as payment mode for transactions on third party websites.

* Pre-Authorisation Amount for Petrol Transactions at the Outdoor Pump (applicable to MPay MasterCard Card)

A pre-authorisation amount of RM200 is charged to the MPay MasterCard Card for petrol purchases at the outdoor pump in petrol stations. The pre-authorisation amount will then be reversed and the actual amount will be charged to your MPay MasterCard Card upon settlement by the merchant within 3 days. Alternatively, you may opt to pay at the cashier to avoid the pre-authorisation holding amount.

♣ Internet Banking

Enjoy easy management of your account through MPay Portal and MPay Wallet. Users are also able to manage and view their accounts online, perform bill payments, prepaid reloads, funds transfers within MPay Community and many more.

A Various Channels to Add Money to your MPay MasterCard.

You can easily add money into your MPay MasterCard from these channels –



Reload Charges	Per Transaction Basis
- JomPay	No Charges

Note: The fees and charges listed above are inclusive of Goods and Services Tax effective 1 April 2015 at the current prevailing rate.

Cash Withdrawals

You can withdraw cash at other banks' ATMs via MasterCard Network with your MPay MasterCard. Your Personal Identification Number (PIN) will be delivered to your via SMS.

♣ Discounts & Privileges

Enjoy exclusive discounts and privileges at selected merchant partners when you pay with your MPay MasterCard. Full list of discounts and privileges benefit can be found at www.mpay.my

Safety Measures

To protect against fraud, you will be required to enter your MPay MasterCard's PIN into your MPay Wallet App registered with the Issuer whenever funds transfers or purchases are made from your MPay MasterCard.

♣ Wallet Limit

The MPay MasterCard has a maximum wallet limit of RM10,000 at any time.

♣ Daily Transaction Limit

The maximum daily combined retail and cash transaction limit is RM10,000.

3. What are my obligations?

- Applicants must be a minimum of 18 years old. Applicants who are 12 years old and above but below 18 years old require parental/guardian support.
- Applicants must own a Malaysia-registered mobile phone number and a mailing address in Malaysia. Additional supporting documents that give details of applicant addresses and/or existing bank account are preferred.
- No proof of income is required.
- Customer must take all reasonable precautions to prevent loss or theft of the MPay MasterCard details. The customer shall notify our Call Centre by telephone, fax or email immediately upon discovery of loss or theft and confirm the same in writing to our Call Centre.

4. What will I need to register for this product?

You do not have to present any physical documents. All you need to do is to register online via the ManagePay website at www.mpay.my or MPay Wallet App.



5. What fees and charges do I have to pay?

Type of fees & charges	Fees & charges (RM)	
	For MPay MasterCard (inclusive 6% GST)	
Starter Pack	RM15.90	
Maintenance Fee	RM6.36 per year	
Cash Withdrawal Fee (via MasterCard Network	RM1.06 per transaction (ATMS within Malaysia)	
enabled ATMs)	Additional charges as imposed by the ATM provider (International ATMs)	
Overseas Transaction Fees	The foreign exchange conversion rate determined by MasterCard	
Balance Transfer Fee (MPay MasterCard to MPay MasterCard and/or MPay MasterCard to MPay Balance Account)	No Charges	
Balance Enquiry Fee	Via Call Centre No Charges	
	Via MPay Wallet App No Charges	
Sales Draft Retrieval Fee*	RM15.90 for Original retrieval RM5.30 for non-original retrieval	
Statement Request*	RM5.30 per monthly statement	
PIN Regeneration	No Charges	
Card Replacement Card Fee	RM10.60 per card per request	
Credit Balance refund via Online only	No Charges	
Closing Account	No Charges	

^{*} This feature is currently unavailable



6. What if I fail to fulfill my obligations?

You are responsible for maintaining adequate security and control of your User ID, Password, MOTP, PIN or any codes that you will use to access the MPay MasterCard. In managing your MPay MasterCard, you must always exercise reasonable care in safeguarding your card from loss and theft. You must notify our Call Centre immediately upon discovering that your card is lost or stolen or PIN number is compromised and follow up with a written confirmation together with a copy of your police report. You are fully liable for all unauthorised ATM and retail transactions resulting from the lost or stolen MPay MasterCard. We have the right to terminate your MPay MasterCard if you fail to abide by the Terms and Conditions of MPay MasterCard.

7. What are the major risks?

You must notify us immediately after finding out that your MPay MasterCard is lost or stolen, or your PIN number or any codes, usernames and passwords have been compromised, or if you suspect that an unauthorised transaction has been conducted on your MPay MasterCard in order for us to block your account/card.

8. How can I get the replacement for the card?

Replacement cards can be obtained upon request to the Call Centre. There will be a replacement fee of RM10.60 (Inclusive of 6% Goods and Services Tax) for the replacement card.

9. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondence reach you in a timely manner. This can be done by contacting the Call Centre to update your contact details.

10. Where can I get further information?

For more information, please contact us at:

Call Centre: 1 700 81 6729 (MPAY); OR

Email: callcenter@mpay.my; OR

Website: www.mpay.my

If you wish to lodge any complaints, please contact to our Call Centre representatives at:

1. Call Centre: 1 700 81 6729 (Local) or +603 8023 1880 (International); OR

2. Email: callcenter@mpay.my; OR

3. Write to us:

Customer Service Department ManagePay Services Sdn Bhd Wisma MPSB, Lot 113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor, Malaysia.



If our reply to your query or complaint is not satisfactory to you, you may contact Bank Negara Malaysia LINK or TELELINK at:

Address: Block D, Bank Negara Malaysia

Jalan Dato'Onn 50480 Kuala Lumpur

Tel: 1 300 885 465 Fax: +603-2174 1515

Email: <u>bnmtelelink@bnm.gov.my</u>

The information in this disclosure sheet is valid as of 13 October 2016.

END