TERMS & CONDITIONS OF SHENMA CUSTOMER PORTAL ACCESS

PLEASE READ & UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR ACCESS TO THE SHENMA CUSTOMER PORTAL WEBSITE (THIS "WEBSITE") AND USE OF THE SERVICES PROVIDED THROUGH THIS WEBSITE. BY ACCESSING THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF ACCESS AND THE SHENMA CUSTOMER PORTAL AGREEMENT BELOW (THE "SHENMA CUSTOMER PORTAL AGREEMENT").

FROM TIME TO TIME, WE MAY NEED TO REVISE THESE TERMS AND CONDITIONS, IN WHICH CASE WE WILL POST THE REVISED TERMS AND CONDITIONS ON THIS WEBSITE. IF YOU CHOOSE TO CONTINUE USING THIS WEBSITE AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY

IF AT ANY TIME YOU DO NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS TO THIS WEBSITE AND USE OF THE SERVICES.

PLEASE FIND THE BELOW TERMS AND CONDITIONS;

These Terms and Conditions explain your responsibilities and obligations relating to your use of the "SHENMA Customer Portal" (as defined below).

Definitions

The following words and expressions carry the following meaning:

"Loan Account" Means your loan with SHENMA Credit.

"Loan Account Number" Means a unique twelve (12) digit number assigned to your Loan Account.

"Loan Application Status"

Means your new loan application to SHENMA Credit, which the status is shown in SHENMA Customer Portal.

"Loan Payment Service" Means you can make repayment to your Loan Account using SHENMA Customer Portal.

"One Time Password (OTP)" Means a six (6) digit password generated and sent to your registered mobile number for validation of your transaction.

"Password"

Means a unique string of characters chosen by you and known only to you, which must be keyed in by you for authentication of your User Name and grant of access to the SHEMA Customer Portal.

"Personal Image" Means a selection of image made by you in registration of SHENMA Customer Portal.

"Security Phrases" Means a word(s) enter by you in registration of SHENMA Customer Portal.

"SHENMA Customer Portal"

Means a portal for SHENMA Credit customer to access to Loan Account, Application Status checking and monthly instalment repayment. You may access through the internet, upon the correct input of your User Name and Password.

"Transaction History"

Means the payment records made by you to your Loan Account(s).

"User Name"

Means a unique name made up of a string of characters chosen by you which must be keyed in by you in order for the SHENMA Customer Portal system to associate the User Name with your user profile and Loan Account(s).

- 1. Application to subscribe to the SHENMA Customer Portal
 - 1.1. You may apply to use the SHENMA Customer Portal subject at all times to the SHENMA Credit's sole and absolute discretion whether to reject or accept your application.
 - 1.2. Where SHENMA Credit has rejected your application, SHENMA Credit is not obliged to provide any reason for such rejection or to respond to any request for information.
- 2. Acceptance of Terms and Conditions
 - 2.1. You agree that the use of the SHENMA Customer Portal by you, will constitute your acceptance of these Terms and Conditions as well as to the inherent risks in conducting any transaction over the internet.
- 3. Equipment, Software and Network Access
 - 3.1. You agree that it is your obligation to maintain the device or terminal used in accessing the SHENMA Customer Portal.
- 4. Gaining Access to the SHENMA Customer Portal
 - 4.1. If you have a Loan Account with the SHENMA Credit which you wish to access via the SHENMA Customer Portal, you may subscribe to the same with the following procedure:
 - 4.2. For your first time logon, you would be required to key in your Loan Account Number on the relevant customer portal registration page on the www.shenmacredit.com.my website.
 - 4.3. Upon the successful registration and verification of your loan account number well as your acceptance of these Terms and Conditions, One Time Password (OTP) will send to your mobile phone number that registered with SHENMA Credit, key in the six (6) digit OTP to the portal. You would be required to create a User Name, Password, Security Phrases and select the Personal Image.
 - 4.4. Upon completion and acceptance of your registration, your access to the SHENMA Customer Portal is activated.
- 5. To access the SHENMA Customer Portal, each time you log on you will need to key in:
 - 5.1. Your User Name;
 - 5.2. Your Password, and
 - 5.3. Choose your Personal Image and enter your Security Phrase.
 - 5.4. You agree that SHENMA Credit has the right to invalidate your User Name and Password without being obliged to offer you any explanation or prior notice and that you will not hold SHENMA Credit liable for any loss or damage which you may suffer as a result of such invalidation of your User Name and Password.

- 5.5. You may change your User Name & Password at anytime but any changes will be effective if accepted by SHENMA Credit. You agree that SHENMA Credit uses your User Name & Password to identify you and acknowledge that you must keep both your User Name & Password secret and secure and exercise reasonable care to prevent unauthorized access and/or use.
- 5.6. Once you have logged on to the SHENMA Customer Portal, you must not leave the terminal or other devices from which you have accessed the SHENMA Customer Portal at anytime or let anyone else use it until you have logged off. You are responsible for ensuring that you have logged off the service at the end of each session.
- 5.7. We may have to request from you your User Name, (but not your Password) in order to provide maintenance services to you. If you supply us with your User Name we will keep it secret. NEVER SUPPLY YOUR PASSWORD TO ANYONE.

6. SHENMA Customer Portal

- 6.1. Upon the activation of the SHENMA Customer Portal, you will be able to access the Loan Account details, Loan Application Status, Loan Payment Service and/or any other service by 3rd Party may from time to time make available to you on the website.
- 6.2. You agree and accept that any instructions which you may issue shall at all times be subject to such limits and conditions as may be fixed or specified by SHENMA Credit from time to time at its absolute discretion.
- 6.3. In cases which involve or require the consent or approval of third parties, SHENMA Credit's obligations to perform any instructions would be subject to such consent and approval being obtained by you.
- 6.4. You shall ensure that there are sufficient funds or credit limit at all times available in your bank account(s), credit card(s) or e wallet(s) to perform any of your payment.
- 6.5. You agree that SHENMA Credit has the absolute right to add, suspend, limit, withdraw, cancel or vary any transactions, facilities, services and products that can be accessed by you through the SHENMA Customer Portal and the scope and/or extent of such transactions, facilities, services and products.

7. Authorization

- 7.1. You hereby authorise SHENMA Credit to comply with all instruction(s) given in respect of the SHENMA Customer Portal accessed using your User Name and Password as instruction(s) properly authorized by you even if they may conflict with any other mandate given at any time concerning your loan accounts or affairs.
- 7.2. You agree that such instruction(s) shall be binding on yourself upon its transmission to SHENMA Credit and the instructions cannot be changed or withdrawn without the SHENMA Credit's consent and that SHENMA Credit is not further obliged to check the authenticity of such Instruction(s).
- 8. Instructions
 - 8.1. You hereby agree that it is your responsibility to review the Transaction History pertaining to payment made through SHENMA Customer Portal initiated on your instruction.
 - 8.2. Should you have any reason to believe that an instruction has not been accurately or completely received by SHENMA Credit, you shall inform SHENMA Credit by telephone no later than twenty four (24) hours after transmission of the relevant instruction(s).
 - 8.3. Any instructions to SHENMA Credit for cancellation, revocation, reversal or amendment or clarification of your earlier instructions, can only be effected, if your request is received and effected before the earlier instruction is executed.

- 8.4. SHENMA Credit reserves the right at its sole discretion, to decline to carry out any of your instructions where your instructions are inconsistent with the SHENMA Credit's policy or laws or for any other reasons whatsoever.
- 8.5. Where you give instructions to SHENMA Credit to effect transactions in relation to the SHENMA Customer Portal, you shall provide accurate and complete details as required by SHENMA Credit.
- 8.6. SHENMA Credit shall not be liable for any failure, delay or shortcoming by any third party when they are executing the instructions.
- 9. Service Availability
 - 9.1. SHENMA Customer Portal are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. SHENMA Credit will use reasonable efforts to inform you of any or all services under the SHENMA Customer Portal which are not available from time to time.
- 10. Loan Account Information
 - 10.1. SHENMA Credit does not warrant the accuracy of any information pertaining to your Loan Account(s) or transactions as reported through the SHENMA Customer Portal. You must ensure that the information you provide to us in relation to the SHENMA Customer Portal is true, complete and updated.
 - 10.2. You agree that the information pertaining to your Loan Account(s) or transactions as reported through the SHENMA Customer Portal shall not for any purpose whatsoever be taken as conclusive of the status of your Loan Account(s) or transaction.
- 11. Confidentiality
 - 11.1. You accept that you will be responsible for the confidentiality and use of your User Name and Password and that you shall at no time and under no circumstances reveal your User Name and Password to anyone including the staff of SHENMA Credit.
 - 11.2. You undertake to observe all security measures concerning your user Name and Password or generally in respect of the use of the SHENMA Customer Portal.
 - 11.3. Should you have any reason to believe that any of your User Name and Password have been misused and/or compromised by disclosure, discovery or you must inform SHENMA Credit immediately.
 - 11.4. Should you receive any data and information through the SHENMA Customer Portal which is not intended for you, you agree that all such data or information shall be deleted from your computer system immediately and that you will notify SHENMA Credit by telephone immediately and in any case no later than twenty four (24) hours.
- 12. Disclosure of Customer's Information
 - 12.1. SHENMA Credit agrees not to disclose to third parties any financial information you have provided or that SHENMA Credit has obtained about Loan Account(s) and the transactions thereunder unless it is:
 - 12.1.1. to comply with laws and regulations or appropriate government agency or court orders or requests,
 - 12.1.2. to verify the existence and condition of your loan account for a third party, such as a credit bureau agency, debts management agency,
 - 12.1.3. when it is necessary to complete a transaction,
 - 12.1.4. to provide services relating to your loan account or to offer other products and services and to such service providers relating thereto (if any),
 - 12.1.5. in connection with examination by authorities,

- 12.1.6. with your written permission,
- 12.2. You understand that while SHENMA Credit will use its best endeavours to ensure that all information transmitted or received using the SHENMA Customer Portal is secure and cannot be accessed by unauthorised third parties, SHENMA Credit does not warrant the security of any information transmitted by you using the SHENMA Customer Portal. Accordingly, you agree to accept the risk that any information transmitted or received using the SHENMA Customer Portal may be accessed by unauthorised third parties and you agree not to hold SHENMA Credit liable for any such unauthorised access or any loss or damage suffered as a result.
- 13. Liabilities
 - 13.1. You acknowledge that SHENMA Credit makes no warranties or representations of any kind with respect to the SHENMA Customer Portal, whether express or implied. Neither SHENMA Credit or any other parties involved in the creation, production or delivery of the SHENMA Customer Portal assume any responsibilities with respect to your use thereof. No oral or written information or advice given by SHENMA Credit or SHENMA Credit's employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice.
 - 13.2. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, SHENMA Credit SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES (INCLUDING LOSS OF INCOME / PROFITS, LOSS OF OPPORTUNITY, LOSS OF SAVINGSS AND BUSINESS INTERRUPTION) OR SPECIAL OR EXEMPLARY DAMAGES (INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF USING THE SHENMA CUSTOMER PORTAL).
 - 13.3. Due to the nature of the SHENMA Customer Portal, SHENMA Credit will not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access the SHENMA Customer Portal.
- 14. Proprietary Rights
 - 14.1. You acknowledge that all proprietary rights and intellectual property rights in the SHENMA Customer Portal (including without limitation, the shenmacredit.com.my website) belongs to SHENMA Credit.
- 15. Fees and Charges
 - 15.1. You acknowledge that SHENMA Credit shall be entitled to levy or impose service charges or transaction fees from time to time in respect of your use of or access to the SHENMA Customer Portal.
 - 15.2. You acknowledge that you are responsible for all charges imposed by service providers in enabling you to access and/or connect to the SHENMA Customer Portal. You are also responsible for any fees and charges imposed by any network service provider.
- 16. Suspension or Termination of Services
 - 16.1. Notwithstanding anything herein to the contrary, SHENMA Credit may at any time, in its absolute discretion suspend or terminate your right of access to any of the SHENMA Customer Portal without notice for any reason whatsoever and without any obligation to give any reasons.

- 16.2. SHENMA Credit has the right to terminate your right of access to the SHENMA Customer Portal should you cease to have any active Loan Account(s) with SHENMA Credit.
- 16.3. You may terminate the SHENMA Customer Portal by giving prior written notice to SHENMA Credit. The SHENMA Customer Portal will be cancelled within seven (7) days from the date of the receipt of the notice of termination and you agree that SHENMA Credit shall not be obliged to effect any of your instructions received on any day falling after the receipt of your notice of termination.
- 16.4. You acknowledge that termination will not affect your liability or obligations in respect of instructions processed by SHENMA Credit on your behalf.

17. Indemnity

17.1. You hereby agree to indemnify and keep SHENMA Credit indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of your breach or violation of these Terms and Conditions or any third party rights or your use or purported use of the SHENMA Customer Portal or due to the delay and/or failure of such services.

18. Notices

- 18.1. You hereby consent to all notices and other communications which concern the SHENMA Customer Portal or are required under these Terms and Conditions or may be given by SHENMA Credit in any one of the following manners:
- 18.2. By broadcasting a notification message on SHENMA Customer Portal.
- 18.3. By ordinary post to your last address in SHENMA Credit's records and such notification shall be deemed received two (2) days after posting.
- 18.4. By electronic mail to your last known e-mail address in SHENMA Credit's records and such notification shall be deemed received twenty four (24) hours after sending.
- 18.5. By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- 18.6. Broadcasting a message on the shenmacredit.com.my website.
- 18.7. If notified to you in any other manner as SHENMA Credit deems fit.
- 19. Waiver
 - 19.1. You agree that the failure of SHENMA Credit, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or SHENMA Credit's failure or delay to insist on compliance with any of these clauses shall not constitute a waiver by SHENMA Credit of any such rights, power, privileges, remedies or provisions of these Terms and Conditions.
- 20. Severability
 - 20.1. You agree that if any undertakings and/or part of these Terms and Conditions are held to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and that all other provisions of the Terms and Conditions shall continue in full force and effect.
- 21. Variations of Terms and Conditions

- 21.1. SHENMA Credit reserves the right to add, modify, delete or vary any of these terms and conditions by way of notice as deemed suitable by SHENMA Credit.
- 21.2. You agree to view these Terms and Conditions regularly and your continued access or use of the shemacredit.com.my website and/or SHENMA Customer Portal after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms and Conditions.
- 22. Dispute and Enquiries
 - 22.1. If you have any enquiries or require any assistance, please refer to our customer care at 03-92123838 or email to <u>wecare@shenmacredit.com.my</u>.
 - 22.2. In the event that you have any complaints and/or disputes arising from the SHENMA Customer Portal and these Terms and Conditions, please refer the matter to SHENMA Credit at the contact stated in clause 22.1 specifying the nature of your complaint and/or dispute. You hereby agree to try to settle the matter amicably.
- 23. Law and Jurisdiction
 - 23.1. The terms and Conditions will be governed by the Laws of Malaysia and all disputes shall be resolved by the Courts of Malaysia.

Online Payment Processing Service

Terms of Use

PLEASE READ THESE TERMS CAREFULLY. BY USING FPX YOU AGREE TO BE BOUND BY THESE TERMS.

These terms apply to your access to, and use of all or part of this page including any website owned by PayNet where these terms are posted ("the Sites"). If you are using this page on behalf of any entity, you represent and warrant that you are authorised to accept these terms on such entity's behalf and that such entity agrees to indemnify you and PayNet for violations of these terms. This agreement contains disclaimers and other provisions that limit our liability to you.

In the event there is any conflict or inconsistency between these terms and any other terms of use that appear on the Sites, these terms will govern. However, if you navigate away from the Sites to a third party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site.

Definitions

In this terms and conditions, "You", "Yours" means any person or entity using FPX ("Service"), unless otherwise stated. "PayNet", "We", "Us" or "Our" will refer collectively to Payments Network Malaysia Sdn Bhd Sdn Bhd (836743-D) as the owner and operator of FPX unless otherwise stated. All references to a "Financial Institution" refer to the FPX participating bank(s) that offers the Internet Banking facilities that you are dealing with. All references to a "Merchant" refer to the FPX participating merchant(s) or seller(s) that subscribe to FPX as one of the payment options. All references to an "Acquirer" refer to the participating "Financial Institution" who acquires Merchants to subscribe to FPX.

The Service

By accessing and using this page you hereby agree and accept the terms and conditions for FPX as contained herein. If you do not accept these terms, please immediately discontinue your access to this page. We may change the terms periodically without prior notice, so please check them from time to time as your continued use of this page signifies your acceptance of any changed term.

Disclaimer

We are not responsible for interruptions or limitations to the Service which are caused or arise from the Merchant's and/or the Financial Institution's, as the case maybe, system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, hacking or malicious viruses, or misuse of the internet network. You agree that the Service may be interrupted due to maintenance, updates or system or network failures and we disclaims all liability for damages caused by any such interruption or errors in functioning.

We are not responsible for any service outages, loss of data, inability to retrieve data, or service limitations or interruptions which are caused or arise from act or omission of the Merchant(s) and/or the Financial Institution(s). We are not liable for any incidental, punitive or consequential damages caused or arise out of such events.

While every care will be taken by us to provide the Service and ensure a high level of security, we disclaims all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of your data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of our Service(s). Further, we cannot guarantee and does not warrant the accuracy of any data delivered to us by the Merchants who sells their products to you. By accessing and using this Page, you expressly understand and agree that we disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material that we receive from the Sites, Merchant(s) and Financial Institution(s).We disclaim any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or document derived from the system and Sites.

We make no warranty that :

- the Service and the Sites will meet your requirements;
- the Service will be uninterrupted, timely, secure or error-free; and
- the results that may be obtained from the Service will be accurate or reliable.

We disclaim all liability for impossibility of access, poor use conditions caused by inappropriate equipment, disturbances attributable to internet service providers, saturation of the internet network or due to any other reason. We make no warranties or representations for the delivery of messages sent through our system to anyone.

Personal Data

We may collect your personal information such as email address for the purpose of sending you a written confirmation status of your payment instruction via FPX. This personal information is optional and will only be collected when you provide the details when completing the form in this page.

For explanation of PayNet's policy related to collection, use, and process of your personal data, please read the Privacy Policy. By accessing and using this page, you hereby consent and agree to the terms specified in the Privacy Policy with respect to our processing of your personal data. If you do not consent to the said terms, kindly contact us at the contact details provided in the Privacy Policy.

Online payment processing service

FPX facilitates a purchase made by you from a Merchant that is acquired by the Acquirer for FPX. This page stores information from you, such as payment instructions and personal information. We process payment transactions through FPX network or through a participating Acquirer, as applicable. When you chooses to pay for purchases made with FPX, you authorise us to submit charges (and, in the case of refunds, credits) to your Financial Institution. We will assist in accessing and processing the payment request via FPX. Purchases made through FPX are also subject to the terms governing you and your Financial Institution.

You may not use FPX to process payment transaction or transfer money between you and the Merchant that is unrelated to a purchase of a product/service. FPX may not be used to facilitate the purchase of cash equivalents or any illegal goods or services or for any other underlying illegal transaction.

You acknowledge and agree that your purchases through FPX are transactions between you and the Merchant and not with us.

By using FPX, you authorise the use of FPX to complete a payment request to the Merchant, and you authorise us to process the payment transaction with the Financial Institution that you have chosen.

You are responsible to obtain a transaction receipt from the Merchant when you use FPX to make a payment for the purchase. We are under no obligation to provide you with a receipt or other written confirmation in connection with the payment transaction made with an online Merchant.

If you have an enquiry regarding a payment made with FPX, or you believe there has been an error or unauthorised transaction regarding a payment transaction using FPX, please contact us at <u>customersupport@paynet.my</u>

Release

You hereby agree to release PayNet (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) including legal costs on full indemnity basis of every kind and nature that you may incur or suffer arising out of or in any way connected with dispute between you and the Merchant(s) or between you and the Financial Institution(s).

Links

Links from or to websites outside of this page are meant for connecting to the Financial Institution's Internet Banking log-in pages to initiate payment via FPX. Such linked log-in pages are owned and operated by third parties and as such are not under the control of PayNet. Therefore PayNet is not responsible and makes no warranties in respect of the contents of those websites or pages, the third parties named therein or their products and services. Furthermore, the links provided in this page shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and PayNet will not be responsible or liable for any damages losses and actions which may arise out of or in connection with the linking of the website. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to this page.

Copyright

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Exclusion of liability

PayNet shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use this page (or any third party link to or from this page), reliance on the information contained in the page, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

This exclusion clause shall take effect to the fullest extent permitted by law.

Indemnity

You hereby irrevocably and unconditionally agree to indemnify and keep indemnified PayNet from all actions, liabilities, claims, losses, expenses and damages, including any legal fees that may be incurred by PayNet in connection with or arising from :

- 1. your use or misuse of this page and the service(s) provided herein, or
- 2. your breach of these terms howsoever occasioned, or
- 3. any intellectual property right or proprietary right infringement claim made by a third party against PayNet in connection with your unauthorised use of such intellectual property rights on this page.

Access Termination

PayNet reserves the right to suspend your access and/or your use of this page at any time should you violate any of these terms and conditions, and/or the privacy policy.

Taxes

It is your responsibility to determine, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect or remit the correct tax to the appropriate tax authority. We are not responsible to determine, collect or remit the applicable taxes from any transaction unless stated otherwise. All fees related to our services are excluding any taxes or other deductions, unless stated otherwise. Any deduction or payment for any taxes is your sole responsibility.

General

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this page and using FPX, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this page.

PayNet makes no representation that the materials, information, functions and/or services provided on this page are appropriate or available for use in jurisdictions other than Malaysia.

Privacy Policy

Privacy Policy

This policy describes the way we collect, store, use and protects your personal information. You accepted this policy when you signed up for our service(s). We may change the terms of this policy at any time, so please check them on this page, from time to time, as your continued use of this page signifies your acceptance of any changed term.

Information we collect

We collect certain personal information about you from the information you submit on this page; the information we collect from the Financial Institution and non-Financial Institution; and the information we collect from other sources. The information you give to the Financial Institution that we may collected may include your name, email address, national registered identification number, phone number, financial account information such as bank account number and any other information that is required to assist and complete the transaction made using FPX.

Use of Information we collect

This notice relates specifically to submission of your personal information on this page to PayNet. We use your personal information for a number of reasons, including:

- to process your payment for purchases of products and services via FPX;
- to inform you about our products, events or promotional purposes;
- to respond to your enquiry and requests for information;
- to maintain appropriate records for internal administrative purposes;
- to detect, prevent or investigate security /peaches or fraud.

Release of information

Any personal data collected from an individual is for the purpose of transaction made using FPX. We do not disclose your personal information to any third party except when allowed or required by the law.

Rights and Storage

We will retain your personal information for as long as your personal information is needed to provide you our service(s). Your personal information is used, processed and stored in accordance with the all applicable laws relating to personal information. Any enquiries regarding your personal information, please contact us at <u>customersupport@paynet.my</u>

Use of cookies

We do not use cookies to gather information. Cookies are pieces of information that most sites place on your computer to help "customise" your visit to the site. For example, a cookie will allow you to trace previously visited pages, such as your screen name or where you left off in a game. Most websites use cookies exactly for this purpose.

Web Cache

FPX system does not accommodate any web caching to prevent storing of files/data in the hard disk cache and ensuring confidentiality of customer/business partner information.

Disclaimer

Disclaimer

- You expressly agree that use of this page or website is at your sole risk. Neither PayNet nor its affiliates warrant that this page or website will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of this page or website, or as to the accuracy, reliability or content of any information, service, or merchandise provided through this page or website.
- 2. In addition, PayNet does not warrant or represent that access to the whole or part(s) of this page or website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.
- 3. This page is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability fitness for a particular purpose, accuracy, timeliness or completeness.
- 4. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, negligence or other tortious behaviour, or under any other cause of action. You specifically acknowledge that PayNet is not liable for the defamatory, offensive or illegal conduct of third-parties and that the risks of injury from the foregoing rest entirely with you.
- 5. In no event will PayNet, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use this page or website. You hereby acknowledge that this term is applicable whenever you access or use the content available on this page or website.
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