

MiPAY MASTERCARD PREPAID CARD AGREEMENT

TERMS AND CONDITIONS

IMPORTANT INFORMATION

The issuance of the “MOBILITYONE MASTERCARD PREPAID CARD” (“Prepaid Card”) by MobilityOne Sdn. Bhd. (“MOSB”) to the Cardholder (as hereinafter defined) and the use of the Prepaid Card by the Cardholder shall be subject to the following terms and conditions made known to the Cardholder at the time of application, registration for and/or at the time of delivery of the Prepaid Card. These terms and conditions shall be binding on the Cardholder immediately upon acknowledgement of the receipt and/or use of the Prepaid Card.

PURPOSE OF THIS AGREEMENT

This Agreement governs the access and use of the Prepaid Card by the Cardholder. It is important that the Cardholder reads this Agreement together with any other notice or policy that MOSB may provide on specific occasions so that the Cardholder is fully aware of its rights and obligations when accessing and using the Prepaid Card. This Agreement supplements other notices and policies, and is not intended to override them.

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In this Agreement, unless otherwise specifically defined herein or the context otherwise requires or permits, the following words and expressions have the meanings respectively ascribed to them below:

“Application Fee”	means the one-time fee of RM20 only for a non-personalized Card (without name & photo) or a personalized Card (with name only)] or RM 25 for a personalized Card (with name & photo)] or such other amount as may be specified by MOSB from time to time, chargeable by MOSB and payable by the Cardholder to MOSB upon issuance of the Prepaid Card.
“ATM”	means an automated teller machine belonging to the participating banks or financial institutions nominated from time to time by MOSB, which accepts Prepaid Card.
“BNM”	Means Bank Negara Malaysia or the Central Bank of Malaysia.

“Business Day”	means a day (excluding Saturdays, Sundays and public holidays) on which government departments and banks are open for business in Kuala Lumpur.
“Cardholder”	the person to whom the Prepaid Card is issued and registered and whose signature appears thereon as an authorized user to use the Prepaid Card as provided for in this Agreement.
“Contactless Reader”	means a point-of-sale device at which a Prepaid Card may be used on contactless mode to execute Transactions.
“Customer Service Help Care”	means MOSB’s Customer Service Help Centre.
“E-Statement”	means the monthly statement setting out the Transaction history and the balance available in the Prepaid Card Account accessible by the Cardholder from the MOSB’s Web Portal and/or Mobile Application.
“Maximum Prepaid Card Value”	means the maximum amount limit as approved by BNM only to be maintained in the Prepaid Card Account at all times for Transactions using the Prepaid Card.
“Merchant”	means any physical or online retailer, or any other person, firm or corporation, its employees, servants or agents that agrees to accept the Prepaid Card and have agreed to provide goods and/or services to the Cardholder upon presentation of the Prepaid Card by the Cardholder and upon the terms and conditions herein.
“Minimum Stored Value”	means the minimum amount of RM 10 to be maintained in the Prepaid Card Account at all times for Transactions using the Prepaid Card.
“Mobile Transaction Services”	means the Services which may be accessed by the Cardholder via the Internet, mobile application, mobile device or any other electronic medium.
“Online Account”	means the online account opened by the Cardholder via the applicable website or mobile application in order to obtain access to the applicable Mobile Transaction Services.
“OTP”	means One Time PIN which is a generated by MOSB to facilitate Cardholder’s 3D Secure online transactions and/or Prepaid Card PIN creation/change and/or web portal or mobile application transactions. This OTP is only valid for one session or transaction, on a computer system or digital device.
“PIN”	means the personal identification number provided to Cardholder for use in conjunction with the Prepaid Card.
“Prepaid Card Account”	means the MOBILITYONE MASTERCARD Prepaid Card Account which is non-interest bearing to be opened and maintained by MOSB for the issuance and use of the Prepaid Card and from which cash withdrawals or payment for any purchases of goods and/or services by the Cardholder and any other applicable fees, charges and/or taxes are to be deducted or debited.
“Prepaid Card Account Balance”	means the funds available in the Prepaid Card Account which shall not be less than the Minimum Stored Value.
“Product Disclosure Sheet”	means a disclosure document about the Prepaid Card, including but not limited to its features, fees, charges and benefits.
“Reload”	means the act of adding funds into the Prepaid Card Account which shall not cause the Prepaid Card Account to exceed the Maximum Prepaid Card Value at any given time or such other amount as may be determined by MOSB for cash withdrawal or the purchase of goods and/or services from the Merchants in accordance with the terms and conditions herein.
“Reload Channel”	means the physical and/or virtual channels for the initial reload and/or subsequent reloads identified by MOSB from time to time. The latest

	details of the Reload Channels can be found on the MOSB's Web Portal.
"Services"	means the services associated with the Prepaid Card made available to the Cardholder by MOSB from time to time.
"Suspense Account"	means a separate account in which any balance in excess of the maximum stored value will be transferred to and stored.
"Transaction"	means any type of transaction effected through or in connection with the use of the Prepaid Card, including but not limited to, the Mobile Transaction Services, online inquiries and any other electronic mode of communications relating to the Prepaid Card.
"Valid Thru Date"	means the expiry date printed onto the Prepaid Card.
"Web Portal"	means (i) MOSB's web portal which a Cardholder has access to via login using his/her Prepaid Card Account details and password, or (ii) any such other sites as MOSB may determine from time to time.
"3D Secure"	means the secure protocol designed to ensure enhanced security and strong authentication for the Cardholder when the Cardholder uses his/her Prepaid Card for online purchases that require OTP. It is also called "Verified by Mastercard".

1.2 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

- a) recitals and headings are used for convenience only and do not affect the interpretation of this Agreement;
- b) words importing the singular include the plural and vice versa;
- c) words importing a gender include any gender;
- d) an expression importing a natural person includes any corporation or other body corporate, partnership, association, Public Authority, two or more persons having a joint or common interest, or any other legal or commercial entity or undertaking
- e) a reference to a party to a document includes that party's successors and permitted assigns;
- f) where a word or phrase is given a defined meaning in this Agreement any other part of speech or grammatical form of a word or phrase defined in this Agreement has a corresponding meaning;
- g) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and includes all by-laws, instruments, orders rules and regulations made under it;
- h) any reference to "this Agreement" is a reference to this Agreement (including the schedules and appendices) and any written amendments, supplements or novation of this Agreement from time to time, and includes a reference to any

documents which amends, waives, is supplemental to or novates the terms of this Agreement;

- i) any reference to a date or time is a reference to that date or time in Malaysia;
- j) where the day on or by which any act is to be done is a Sunday or a public holiday in the place in which that act is to be done, then that act must be done on the next Business Day;
- k) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement must be in writing;
- l) words denoting an obligation on a party to do an act, matter or thing includes an obligation to procure that it be done or words placing a party under a restriction include an obligation not to permit an infringement of the restriction;
- m) a reference to “RM” shall mean Ringgit Malaysia;
- n) a reference to “days” shall mean Gregorian calendar days;
- o) the expression “including” or “include” means “including without limitation” (with related words being construed accordingly); and
- p) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. CARD APPLICATION AND CARD ACTIVATION

2.1 Any applicant may apply for the Prepaid Card through MOSB’s branches, authorized agents, Web Portal, Mobile Application, and/or any other MOSB’s authorized physical or virtual channels from time to time (“MOSB’s Channels”).

2.2 As part of MOSB’s due diligence exercise, such applicant is required to complete the application form (“Standard Application Form”), and submit to MOSB together with image copy of his/her identification card, or passport and/or work permit (if the applicant is a foreigner), and all other relevant supporting documents. Failing which the application by the applicant will be rejected or the Prepaid Card issued may not have the wallet size of up to the Maximum Card Value.

2.3 In the event that the Cardholder is below the age of Eighteen (18) years old (“Minor”), the Minor must obtain the consent of his/her parent or legal guardian to apply for a Prepaid Card. The use by the Minor of the Prepaid Card is an acknowledgement to MOSB that the Minor has obtained the prior consent of the Minor’s parent or legal guardian. This Agreement will be applicable and bind the parent or legal guardian.

2.4 All Prepaid Card applications will be subject to the payment of Application Fee and any other related fees imposed by MOSB from time to time. If the Prepaid Card application is rejected by MOSB due to no fault of the applicant, MOSB shall refund the Application Fee to the applicant.

2.5 The Cardholder agrees that the application and activation of the Prepaid Card shall be subject to MOSB's sole discretion. The Prepaid Card can be activated through MOSB's Channels. Activation of the Card shall constitute MOSB's acceptance of the Cardholder's application and the Cardholder's acceptance of the terms and conditions herein.

3. CARD USAGE

3.1 The Cardholder shall keep and use the Prepaid Card personally and shall not transfer, pledge or otherwise use it as security for any credit transaction.

3.2 The Cardholder shall observe all security measures prescribed by MOSB relating to his/her Card, including keeping the Prepaid Card number, the Prepaid Card PIN, OTP, the password, or any other security details relating to the Prepaid Card or Prepaid Card Account ("Card Security Details") confidential, and exercising reasonable skill, care, and diligence to prevent any Card Security Details from being misused or being used to commit fraud.

3.3 The Prepaid Card is valid only if it is used within the Valid Thru Date. The Cardholder shall, as soon as the Prepaid Card expires, destroy the Prepaid Card, by cutting through the magnetic stripe and chip and ensure that the Prepaid Card number becomes not legible. The Cardholder may then apply for a Prepaid Card replacement through MOSB's Channels.

3.4 The Cardholder may use the Prepaid Card for withdrawal of cash, payment or fund transfer if there are sufficient funds in the Prepaid Card Account.

3.5 The Prepaid Card shall not be used upon its cancellation, expiration, or termination.

3.6 The Prepaid Card shall remain the sole property of MOSB at all times, and the Cardholder shall surrender the Prepaid Card to MOSB upon demand, failing which MOSB reserves the right to suspend or terminate the Prepaid Card and/or Services offered thereby at any time without prior notice to the Cardholder. The use of the Prepaid Card shall be subject to the conditions of use, instructions and guidelines as may be prescribed by MOSB from time to time.

3.7 Save where MOSB was informed by the Cardholder that the Prepaid Card is lost or stolen, the Cardholder shall be fully responsible for all Transactions made using the Prepaid Card and shall accept MOSB's record of the Transactions as final and binding for all purposes.

4. PERSONAL IDENTIFICATION NUMBER

4.1 MOSB will send a temporary PIN (i.e. OTP) to the Cardholder via Short Messaging Service (SMS) to the Cardholder's mobile device for the purpose of activation of the Prepaid Card. The Cardholder shall create his/her Prepaid Card PIN at MOSB's Channels.

4.2 The Cardholder, upon receipt of the temporary PIN (i.e. OTP), shall immediately change the temporary PIN to a secret 6-digit number PIN of his/her choice.

4.3 The Cardholder can change the Prepaid Card PIN at MOSB's Channels.

4.4 The Cardholder consents and agrees that the PIN shall serve as a means of authenticating and verifying the Cardholder's identity to MOSB for the purposes of card transactions contemplated under these Agreement. In this regard, the Cardholder authorizes MOSB to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN (including applications to open accounts and for additional products and services to be made available to the Cardholder), and MOSB shall not be liable for accepting, following and acting upon such instructions in good faith. The Cardholder's instructions shall be deemed irrevocable and binding on the Cardholder upon MOSB's receipt of the same notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. MOSB is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity. However, in the event MOSB has doubts or is uncertain as to the Cardholder's identity, MOSB reserves the right to request for such other form or means of identification as it may deem fit at any time and from time to time.

4.5 The Cardholder agrees to act responsibly with regard to the Services and its use. The Cardholder shall not violate any laws, interfere or disrupt computer networks, impersonate another person, gain any unauthorized entry or interfere with the Web Portal or Mobile Application's systems and integrity.

4.6 If the Prepaid Card PIN is exposed or suspected to be exposed to another person; or if the Cardholder has forgotten his/her Prepaid Card PIN, the Cardholder shall immediately inform the MOSB, and shall not use the Prepaid Card until MOSB issues a new PIN to him / her. Upon MOSB's issuance to the Cardholder of a new temporary PIN (i.e. OTP), the Cardholder must immediately change the temporary PIN (OTP) to a secret Prepaid Card PIN of his/her own choice.

4.7 In the event of lost or stolen Prepaid Card as reported by the Cardholder and upon MOSB agreeing to issue the Cardholder with a new Prepaid Card, a temporary PIN (i.e. OTP) for the new Prepaid Card will also be issued by MOSB. The Cardholder will not be able to use the existing PIN for the new replacement Prepaid Card. The Cardholder has to create a new secret Prepaid Card PIN of his/her choice.

5. RELOAD

5.1 The Cardholder is only allowed to transact and use the Prepaid Card for Transactions up to the Maximum Prepaid Card Value that MOSB has approved for the Cardholder or such other amount as may be prescribed by MOSB from time to time.

5.2 The Cardholder may increase the Prepaid Card Account Balance through Reload if the value of the Prepaid Card does not exceed the Maximum Card Value.

5.3 The Cardholder shall maintain the Minimum Stored Value in his or her Prepaid Card Account. The Cardholder shall ensure there are sufficient funds in his or her Prepaid Card Account to pay for each Transaction including the applicable fees and charges imposed for the Transaction. The Cardholders are not allowed to use the Minimum Stored Value. If the Prepaid Card Account Balance is insufficient to maintain the Minimum Stored Value, the Transaction will be declined.

5.4 If the Cardholder fails to maintain the required Minimum Stored Value in his/her Prepaid Card Account, MOSB reserves the right to suspend the Prepaid Card until the Cardholder Reloads his/her Prepaid Card to the Minimum Stored Value. MOSB shall not be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of insufficient funds in the Prepaid Card Account or due to the suspension of the Prepaid Card.

5.4 For Reload Channels operated by MOSB's authorized agents or partners, a fee may be imposed by the respective agents or partners. The Cardholder may check with the respective agents and partners for the applicable Reload fees chargeable by them, or alternatively the Cardholder may refer to the Web Portal.

5.5 Each Reload must be done in RM only and subject to the Maximum Card Value.

5.6 If the Reload causes the Prepaid Card Account Balance to exceed the Maximum Card Value, the Reload will either be rejected by MOSB, or will be handled by MOSB in the following manner:

- a) The excess amount will be transferred to a Suspense Account (which amount will be notified to the Cardholder) and will not be made available for use; or
- b) At the end of each Business Day, and subject always to the Prepaid Card Account Balance being below the prescribed Maximum Card Value, an amount equivalent to the amount in the Suspense Account or such lower amount as the case may be, will be debited from the Suspense Account and credited into the Prepaid Card Account, but subject always to the new balance in the Prepaid Card Account does not exceed the prescribed Maximum Card Value.

5.7 All Reload shall not be considered to have been made until MOSB has received and processed the actual good value for the relevant Reload. MOSB shall not be liable for any delay in crediting such Reload in the Prepaid Card Account for use.

5.8 MOSB shall not be responsible or held liable for any disputes (or loss) in relation to any excess amount if there is any attempt, have attempted or actually topped-up in excess of the Maximum Card Value, and MOSB reserves the right to take any action that may deem necessary, including blocking, suspending and/or terminating and cancelling the Prepaid Card if Cardholder has persistently attempted to do so, despite the Maximum Card Value stipulated for the Prepaid Card.

5.9 MOSB may suspend, revoke and/or block any Reload to the Prepaid Card Account if MOSB suspects that such Reloads are irregular or illegal.

6. MANNER OF USE

6.1 The use of the Prepaid Card as well as the related services, functions and facilities available in connection with the Prepaid Card, including the Mobile Transaction Services, shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by any regulatory authority or MOSB from time to time.

6.2 The Cardholder may use the Prepaid Card to effect a transaction (whether by way of payment for purchase of goods or services from any Merchants and/or cash withdrawal at any ATMs that display the Mastercard logo provided that the Cardholder has sufficient Prepaid Card Account Balance.

6.3 The Cardholder shall be responsible for all sales and services tax and all other indirect taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any Transaction. The Cardholder hereby authorizes MOSB to debit the amount for all sales and services tax and all other taxes and any applicable fees and charges to his or her Prepaid Card Account without prior notice.

6.4 The Cardholder shall be solely responsible to ensure that the transaction amount is correct before effecting his/her payment. By entering the Prepaid Card PIN or OTP or otherwise using the Prepaid Card at any electronic point of sale terminal, it is deemed that the Cardholder has agreed to the transaction and confirmed the amount is correct.

6.5 The Cardholder acknowledges that services relating to the Prepaid Card may be inoperative or interrupted from time to time, and if it occurs, MOSB shall not be liable or responsible for any interruption on the use of the Prepaid Card.

6.7 The terms and conditions, the availability and the use of the Prepaid Card shall, where applicable, be subject to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and all other orders, rules, regulations, guidelines, notices and restrictions issued by BNM, Mastercard and any other relevant bodies or authorities having jurisdiction over MOSB, where applicable.

7. USE OF THE CARD

7.1 CASH WITHDRAWALS AT ATM

- a) The Cardholder may perform cash withdrawals at any ATM that display the Mastercard logos, and it shall also be governed by the relevant ATM's applicable terms and conditions, subject always that there being sufficient funds in his/her Prepaid Card Account. The use of the Prepaid Card to perform a cash withdrawal shall be deemed to constitute the Cardholder's agreement to pay all applicable fees and/or charges as may be prescribed from time to time associated with cash withdrawals at ATM.
- b) The Cardholder shall not make any cash withdrawals at any ATM if such cash withdrawal exceeds any prescribed withdrawal limitation of the ATM or any other limits, conditions and amount as may be determined by MOSB or the respective ATM's networks.

7.2 PRE-AUTHORISATION

"Pre-Authorization" for petrol transactions is a procedure where the systems will automatically pre-book an amount between RM 100 to RM 200 depending on the petrol companies. The pre-booked amount will automatically be released no later than T+3 days (Note: T: Transaction date) once the acquiring bank claims for the actual

purchase value to the bank. Hotel transaction: Pre Authorization amount will be held during check-in by the Hotel for a maximum of 15 days.

7.3 TRANSACTION WITH MERCHANTS

- a) In addition to the right to purchase good and/or services from the Merchants, the Cardholder may be entitled to obtain such discounts, benefits and privileges as MOSB may from time to time notify the Cardholder PROVIDED THAT the Prepaid Card shall be valid during the time of purchase and has not been terminated by MOSB for any reasons whatsoever.
- b) The issue of the Prepaid Card does not imply any obligation on MOSB that the Prepaid Card will be honored by the Merchants upon its presentation or use. Any complaint in respect of the refusal of any Merchants to accept the Prepaid Card shall be resolved directly with such Merchants. The Cardholder shall not be entitled to set-off or counterclaim against MOSB or to withhold payment to MOSB on account of such complaint or under any circumstances whatsoever in respect for any payment made to any Merchants notwithstanding any claim or dispute that the Cardholder may have against the Merchants.
- c) For all online transactions and transactions via Mobile Application, the Cardholder agrees that any entry of his/her Prepaid Card information (and OTP, if required) shall be regarded as a genuine and legitimate instruction from the Cardholder, and MOSB is under no obligation to verify the identity or the authority of the person entering the Prepaid Card information or OTP. MOSB reserves the right, at its sole and absolute discretion, to refuse or reject any such transaction if MOSB doubts its authenticity or it is suspicious or unlawful, but MOSB shall not be obliged to investigate the transaction.

8. PREPAID CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES

8.1 The Cardholder acknowledges that the Prepaid Card will incorporate a feature which enables the Prepaid Card to be utilized to pay for goods and services by tapping the Card at Contactless Readers/Terminals. This Prepaid Card and the related contactless devices and terminals will carry “Mastercard PayWave” logos. If the Cardholder chooses not to have this contactless mode feature, the Cardholder shall notify MOSB in writing to disable it.

8.2 The contactless transaction exceeding an amount (per transaction amount or cumulative amount for the day) specified by MOSB will require the Cardholder to enter his/her Prepaid Card PIN at the point-of-sale terminals.

8.3 The Cardholder acknowledges and agrees that the use of the performance of contactless transaction is at the absolute risk of the Cardholder and the Cardholder shall be liable for all contactless transactions regardless of whether or not the transactions were authorized by the Cardholder. All contactless transactions will be deemed to have been properly authorized by the Cardholder.

9. LOSS / STOLEN / UNAUTHORISED USE OF PREPAID CARD

9.1 The Cardholder is obligated to keep his/her Prepaid Card, PIN, OTP and Prepaid Card information secure and exercise reasonable skill, care and diligence to prevent the loss, theft or unauthorized use of the Prepaid Card. The Cardholder shall ensure that his/her Prepaid Card PIN and/or OTP and/or Prepaid Card information is not disclosed to any unauthorized person. The Cardholder agrees that he/she shall be fully responsible and liable for all transactions effected by the use of the Prepaid Card including online transactions and transactions via Mobile Application and/or the PIN and/or OTP and/or the Prepaid Card information whether authorized or unauthorized.

9.2 If the Prepaid Card is lost, stolen or suspected of being compromised or used in an unauthorized way or PIN and/or OTP and/or Prepaid Card information is disclosed to any unauthorized person, the Cardholder shall notify MOSB immediately of the same by calling the Customer Service Help Centre, and followed by a written confirmation via facsimile and/or electronic mail. In certain circumstances, MOSB may also require the Cardholder to lodge a police report of the loss, theft or unauthorized disclosure, and provide a copy of the police report and any other information that MOSB may require.

9.3 The Cardholder shall remain fully and solely responsible and liable for all Transactions carried out using his/her Prepaid Card.

9.4 If the lost or stolen Prepaid Card is subsequently recovered after a new replacement Prepaid Card is issued, the Cardholder undertakes to immediately return to MOSB the recovered Prepaid Card.

10. REPLACEMENT CARD

10.1 Subject to payment by the Cardholder of any replacement Prepaid Card fee imposed by MOSB, a replacement Prepaid Card shall be issued, at MOSB's discretion, in the following circumstances:

- a) due to loss or theft of the Prepaid Card; or
- b) due to faulty, damaged or defective Prepaid Card arising from the Cardholder's own negligence.

10.2 The balance from the blocked Prepaid Card or defective Prepaid Card Account will be transferred to the new Prepaid Card Account accordingly upon activation of the replacement Prepaid Card.

10.3 In the event the Cardholder does not wish to receive the replacement Prepaid Card, the associated Prepaid Card Account shall be terminated, and the Prepaid Card Account Balance shall be refunded to the Cardholder (less any applicable fees and charges) within Ten (10) Business Days from the date the request was made and received by MOSB.

11. EXPIRED PREPAID CARD

11.1 A Prepaid Card shall not be valid or useable upon its expiration. The expired Prepaid Card will be automatically renewed with a new Prepaid Card, and subject to a renewal fee being paid to MOSB.

11.2 In the event that there is a balance of funds remaining in the expired Prepaid Card Account, MOSB shall transfer the balance from the expired Prepaid Card Account to the Cardholder's new Prepaid Card Account.

11.3 In the event that the Prepaid Card is expired, and the Cardholder does not wish to be issued with a new Prepaid Card, his/her Prepaid Card Account Balance shall be refunded to him/her (less any applicable fees and charges) within Ten (10) Business Days from the date the request received by MOSB.

12. CANCELLATION OF PREPAID CARD BY CARDHOLDER

12.1 The Cardholder may, at any time, request to cancel the Prepaid Card. The Cardholder can only cancel the Prepaid Card at MOSB's Channels. The Cardholder shall return to MOSB the canceled Prepaid Card.

12.2 Upon receipt of the Cardholder's cancellation request, MOSB will terminate the Prepaid Card, the balance of funds will be made available (less any applicable fees and charges) to the Cardholder within Ten (10) Business Days from the date the request was made and received by MOSB.

12.3 The Cardholder shall remain liable for any transaction effected through the use of the Prepaid Card prior to confirmation by MOSB of the cancellation request.

13. MOBILE TRANSACTION SERVICES

13.1 Upon the successful registration and activation of the Prepaid Card, the Cardholder will also be able to access applicable Mobile Transaction Services subject to:

- a) in the case of access through the Web Portal the online registration of the Cardholder via the Web Portal; and
- b) in the case of access through the Mobile Application the download and installation of the Mobile Application on the Cardholder's Mobile Device.

13.2 The Mobile Transaction Services shall only be available on electronic devices, Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the MOSB from time to time, and it is the Cardholder's responsibility to procure and maintain the relevant equipment and data connection which meet these requirements at the Cardholder's own expense.

13.3 Additional terms and conditions may be imposed by MOSB and user guidance on the operation or usage of the Mobile Transaction Services shall be made available to the Cardholder within the relevant platform utilized by the Cardholder to access those services. The Cardholder is required to comply with all such terms and conditions and follow all relevant user guidance whenever accessing or operating the

relevant electronic devices or Mobile Devices when utilizing the Mobile Transaction Services.

13.4 The scope, features and functionality of each of the Services available through different platforms and electronic mediums may differ from one another and may be varied by the MOSB from time to time. The Cardholder agrees and acknowledges that certain Services, functions and/or features available on one platform may not be available on another platform and these may or may not become available in the future.

14. ONLINE ACCOUNT AND MOBILE APPLICATION

14.1 The Cardholder acknowledges that his/her opening, download and use, where applicable, of the Online Account and/or the Mobile Application shall be on a non-exclusive and non-transferable basis and is subject always to the following conditions:

- a) the Cardholder shall not use the Online Account or Mobile Application for any purpose other than to access the Cardholder's own Prepaid Card Account.
- b) the Cardholder shall not reproduce, modify or reverse engineer the Mobile Application or permit another person to do so.
- c) the Online Account and Mobile Application are made available to the Cardholder strictly on an "as is" and "as available" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the Online Account and Mobile Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law are hereby excluded.
- d) the Cardholder agrees that MOSB cannot ensure that the Online Account and Mobile Application will be compatible or may be used in conjunction with any electronic device or mobile device, and the Cardholder agrees that unless inconsistent with the other expressed provisions herein, the Cardholder shall not hold MOSB liable for any such incompatibility or for any loss or damage to any electronic device or mobile device which may be caused by the Online Account or Mobile Application or the installation process.
- e) updates to the Mobile Application may be issued by MOSB from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, the Cardholder may not be able to use the Mobile Application until the Cardholder downloads the latest version of the Mobile Application and agrees to any updated terms.
- f) the Cardholder shall not open, install or use the Online Account and/or Mobile Application on a jail-broken or rooted device. MOSB shall not be liable for any losses that is suffered or for any costs that the Cardholder might incur due to damage or corrupted or failure of device, hardware or software that Cardholder use in connection with the Online Account and Mobile Application.

15. TRANSACTIONS

15.1 All Transactions including online transactions, transactions via the Mobile Application and cash withdrawals using the Prepaid Card shall be deemed to have been made by the Cardholder, and MOSB shall not be liable for honoring the said Transactions.

15.2 The Cardholder agrees that he or she shall be solely and fully responsible and liable for all Transactions effected by the use of the Prepaid Card and/or the Prepaid Card PIN and/or OTP and/ or the Prepaid Card information whether with or without his/her knowledge, acquiescence or authority. The Cardholder agrees that MOSB shall not under any circumstances whatsoever be responsible or liable for all Transactions effected by the use of the Prepaid Card and/or the Prepaid Card PIN and/or OTP and/or the Prepaid Card information. The Cardholder shall indemnify and keep MOSB fully indemnified against and from all direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by MOSB including claims, actions and proceedings from any third parties howsoever arising from such unauthorized use.

15.2 Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), MOSB shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by the Cardholder or any other person as a consequence of accessing or using the Prepaid Card and/or the Services. Specifically, for the E-Statement and any information regarding the Prepaid Card Account made available by MOSB, this includes (but is not limited to) loss or damage arising from:

- a) any inaccuracies, or errors in any data or information in the E-Statements or otherwise provided or made available by MOSB regarding the Prepaid Card Account.
- b) the failure to view, save, print or download the E-Statements or such other information due to limitations or any failure of the relevant service.
- c) any unauthorized use of the E-Statement service or such applicable service on any of these Services by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

16. SUSPENSION OR TERMINATION BY MOSB

16.1 MOSB reserves its rights at its absolute discretion to suspend or terminate the Prepaid Card and/or Prepaid Card Account or limit the use of the Prepaid Card at any time for whatsoever reason without prior notice and without compensation to the Cardholder. If MOSB suspends or terminates the Prepaid Card, the Cardholder will be

entitled to a refund of any balance in his/her Prepaid Card Account after deduction of any outstanding fees and charges within Ten (10) Business Days from the date of effective termination by MOSB.

16.2 If MOSB detects unusual, illegal, fraudulent or suspicious activity on the Prepaid Card Account, MOSB may, at its absolute discretion, temporarily suspend, block or terminate the use of Prepaid Card immediately. MOSB will notify the Cardholder by phone or SMS or email if MOSB decides to suspend, block or terminate the use of the Prepaid Card.

16.4 The Cardholder shall remain liable for all transactions effected through the use of Prepaid Card prior to suspension or termination of the Prepaid Card and all monies owing to MOSB shall become due and immediately payable upon termination of the Prepaid Card for whatever reason.

17. FEE PAYABLE BY THE CARDHOLDER

17.1 The Cardholder agrees and undertakes to pay all applicable fees arising out of and in connection with the use of the Prepaid Card and Services stated herein including but not limited to the annual fees, Reload fee and such other fees and charges as MOSB may prescribe from time to time.

17.2 The Cardholder irrevocably authorizes and agrees that all such fees and charges payable by the Cardholder as set out in this Agreement and listed on the Web Portal may be debited by MOSB directly from the available balance in the Prepaid Card Account at such time as may be applicable and are non-refundable under any circumstances whatsoever. MOSB reserves the right to temporarily suspend the Prepaid Card Account if the Prepaid Card Account has insufficient funds to pay all applicable fees and charges.

17.3 MOSB reserves the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services offered by MOSB from time to time.

18. DISCLAIMER

18.1 MOSB is not liable in any way to Cardholder for any inconvenience, loss, damages, incurred or suffered in any of the following events:

- a) any neglect, refusal or inability of on our part or any Merchant to authorize or approve the Prepaid Card or honor or effect any other transaction on the Prepaid Card Account for any reason whatsoever;
- b) for any delay or inability on MOSB's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, data processing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside its control or the control of any of its servants, agents or contractors or any fraud or forgery;
- c) should the Merchant key-in an amount greater than the transaction amount;

- d) for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Cardholder, any Transaction or the Prepaid Card Account transmitted through or stored in any electronic system or medium, howsoever caused;
- e) should the Prepaid Card or Prepaid Card PIN or OTP be rejected by a Merchant or any terminal used to process Transactions for whatsoever reason;
- f) for any malfunction, defect or error in any terminal used to process Transactions or Services, or other machines or system of authorization whether belonging to or operated by MOSB or other persons; and/or
- g) for any damage or loss or inability to retrieve any data or information that may be stored in the Prepaid Card or any microchip or circuit or device in the Prepaid Card.

19. LIMITATION OF LIABILITIES

19.1 Notwithstanding anything herein (including in any schedules hereto) to the contrary, the maximum aggregate liability of MOSB, in all events, to Cardholder or any third party for claims arising out of or relating to this Agreement or the Services (including, without limitation, indemnification obligations hereunder) shall be limited to the fees actually paid or payable by Cardholder to MOSB for the Services giving rise to such liability hereunder immediately preceding the event giving rise to liability.

20. INDEMNIFICATION

20.1 Cardholder shall indemnify, defend, and hold MOSB harmless from any and all claims, demands, and causes of action of any kind made against MOSB by a third party for any damages (including lost profits and any direct, incidental, consequential, special, indirect, or punitive damages) arising out of or related to:

- a) Cardholder's use of the Services provided under this Agreement; and
- b) misuse or unauthorized access or compromise of the Prepaid Card or Prepaid Card Account or any data therein from any security breach, intrusion or failure of Cardholder's information security systems.

21. DISPUTED TRANSACTION WITH MERCHANT

21.1 MOSB shall not be responsible and held liable for any defect or deficiency in goods and/or services purchased from any Merchants with the Prepaid Card.

21.2 All disputes involving the same should be addressed directly to the Merchants, and the Cardholder shall settle all disputes directly with the relevant Merchants, and shall pay MOSB all amounts required under this Agreement despite such disputes. The Cardholder shall not initiate any claims or take legal action against or enjoin MOSB for any claims or disputes or legal proceedings the Cardholder has against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by the Cardholder from the Merchants.

22. CONCLUSIVENESS OF EVIDENCE

22.1 The Cardholder may access E-Statement free of charge via the Web Portal by logging into the Prepaid Card account with the registered username and password.

22.2 Each E-Statement will contain Transactions history over a monthly period including fees and charges that have been incurred and posted to the Prepaid Card Account.

22.3 The Cardholder shall inform MOSB of any errors within Seven (7) days from the date Transactions posted to the E-Statement, failing which the Cardholder shall be deemed to have accepted all entries contained in the E-Statement as correct, final and conclusive evidence of the facts contained therein and binding on the Cardholder.

22.4 The Cardholder may request MOSB for a printed E-Statement detailing the purchase transactions for the Prepaid Card up to a period of latest twelve (12) months ("Printed Statement"), and MOSB shall be entitled to charge a fee of RM 5 only per Printed Statement for each monthly statement or at such rate as may be prescribed by MOSB from time to time and such fee may be debited by MOSB directly from the Prepaid Card Account Balance. All information contained in such Printed

Statements issued by MOSB shall be deemed to be accurate, conclusive and binding on the Cardholder.

22.5 The Cardholder may request for copies of the sales draft subject always to their availability and MOSB shall be entitled to charge a fee of RM 15 only per sales draft or at such other fee as MOSB shall in its absolute discretion prescribe for each copy and such fee may be debited by MOSB directly from the Prepaid Card Account Balance.

23. TIME

23.1 Time wherever mentioned shall be of the essence of this Agreement.

24. WAIVER

24.1 No failure or delay by MOSB in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights, power or privilege hereunder.

25. DISCLOSURE

25.1 The Cardholder hereby authorizes MOSB to disclose to any merchant, MasterCard and/or its officers and/or any interested party any information concerning the Cardholder and his/her Prepaid Card Account in such manner and to such extent as MOSB shall consider necessary for any purpose or to facilitate the use of the Prepaid Card, the processing of any transaction effected or to be effected through the use of the Prepaid Card or for the purpose of recovering any monies due and payable from the Cardholder to MOSB under this Agreement. Further, the Cardholder hereby authorizes MOSB to disclose any information concerning the Cardholder to any of MOSB's existing or future business partners for the purpose of providing information about products or services or such privileges and benefits to the Cardholders or for

any other purposes. MOSB may use any information concerning the Cardholders to develop e-mail or mailing lists which may be used by any of MOSB's existing or future business partners to offer products or services or such privileges and benefits to the Cardholders or for marketing activities which the Cardholders may receive through the e-mail or mail. The Cardholder hereby authorizes MOSB to disclose information to BNM regarding the Cardholder's Prepaid Card facilities or the Cardholder's account, as may be required, whether pursuant to law or otherwise. MOSB shall not be liable whether directly or indirectly to the Cardholder or any other persons for such disclosure.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement shall be governed by the laws of Malaysia and each party agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

27. FORCE MAJEURE

27.1 MOSB shall not be liable for any failure to perform its obligations herein caused by event which is outside our reasonable control ("Force Majeure Event"). Force Majeure Event includes an act of God, insurrection or civil disorder, pandemic, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies.

28. SEVERABILITY

28.1 The invalidity or unenforceability of any of the provisions herein shall not nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable. The invalidity or unenforceability of such terms or provisions of this Agreement shall not affect the validity or enforceability of other terms or provisions herein contained which shall remain in full force.

29. ASSIGNMENT

29.1 The Cardholder shall not assign this Agreement to any party.

29.2 MOSB reserves the right at any time without the Cardholder's consent to assign the whole or any part of MOSB's rights and obligations under this Agreement with or without notice to the Cardholder.

30. UNCLAIMED MONEYS ACT 1965

30.1 The Prepaid Card is subject to the provisions of the Unclaimed Moneys Act 1965.

31. QUERIES OR COMPLAINTS

31.1 The Cardholder may address his/her queries or complaints to our Customer Service Help Centre in relation to the Services via email at cards@mipay.my or call us at +603-89920700.

31.2 If MOSB's reply to the Cardholder's query or complaint is not satisfactory, the Cardholder may contact the following bodies:

Bank Negara Malaysia

Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, D Block, Jalan Dato' Onn,
50480 Kuala Lumpur
Contact Centre (BNMTELELINK)
Tel: 1-300-88-5465 (Overseas: 603-2174-1717)
Fax: 603-2174-1515
Email: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P)

(formerly known as Financial Mediation Bureau)
14th Floor, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

32. CHANGES TO THE AGREEMENT

32.1 MOSB shall have the right to modify, update or amend the terms of this Agreement by placing on its website upon at least twenty-one (21) calendar day notification to the Cardholder. By continuing to communicate with MOSB or by continuing to use the Prepaid Card following the modifications, updates or amendments to this Agreement, this shall signify the Cardholder's acceptance of such modifications, updates or amendment. 4.1 MOSB will send a temporary PIN (i.e. OTP) to the Cardholder via Short Messaging Service (SMS) to the Cardholder's mobile device for the purpose of activation of the Prepaid Card. The Cardholder shall create his/her Prepaid Card PIN at MOSB's Channels.