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**TERMS AND CONDITIONS FOR CUSTOMERS OF  
MOBILE MONEY INTERNATIONAL SDN. BHD.**

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These terms and conditions govern the Customer's rights and obligations, as customers, and MM, in connection with the usage by the Customer of the Services provided by MM. By using the Services provided by MM, the Customer acknowledges and accepts that the use of the Services shall be governed by these terms and conditions and any other specific rules, procedures, terms and conditions stated herein on this MM's Website or other platform or other forms of announcement for the products, services or facilities offered as determined or as may be amended by MM at any time or from time to time at its absolute discretion. The Customer on using the Services, shall regularly review these terms and conditions and any amendments thereto shall constitute unconditional acceptance and commitment by Customer to be bound by such revisions/changes. For Customer who do not accept such revisions/changes, Customer may terminate the use of the Services by giving MM notice within 30 days from the date of the notification of the amendments failing which Customer shall be assumed to have accepted the changes.

## **1. DEFINITIONS**

### **1.1 Definitions**

In these Terms and Conditions, the following words and expression shall have the following meanings unless the context otherwise requires:

|                                |  |
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| <b>"Bank"</b>                  | means the bank or financial institution licensed under the Financial Services Act 2013 in Malaysia where the Account is held and maintained;   |
| <b>"Business Day"</b>          | means a day other than Saturday, Sunday or public holiday on which banks are open for business in Selangor Darul Ehsan and Kuala Lumpur;   |
| <b>"Customer"</b>              | means a customer who have been duly registered with MM as a customer of MM;  |
| <b>"Customer Bank Account"</b> | means the Customer's account that is held and maintained with a bank or financial institution licensed under Financial Services Act 2013 in Malaysia, as may be notified by the Customer to MM from time to time;  |
| <b>"Customer Service"</b>      | means the customer care service unit of MM:<br>Tel: +603-8073 0200 (Weekday from 9.00am to 5.00pm)<br>Fax: +603-8073 0322<br>Email: <a href="mailto:crt@mobile-money.com.my">crt@mobile-money.com.my</a>   |
| <b>"Merchants"</b>             | means merchants, vendors, persons, corporation or entity registered with MM to sell or provide goods, products and services to the Customer through the MPS System;  |
| <b>"MM"</b>                    | means <b>MOBILE MONEY INTERNATIONAL SDN BHD (COMPANY NO: 670766-W)</b> , a company incorporated and registered under the laws of Malaysia and having its business address at Lot 22-23, 2 <sup>nd</sup> Floor, IOI Business Park, 47100 Puchong, Selangor Darul Ehsan; |
| <b>"MM App"</b>                | means the mobile application that is developed by the Company for its registered users to send instruction to the  |

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|                                      | Company for the Services, purchasing of goods and services and such other purposes as may be advised from time to time   |
| <b><i>“MM Wallet”</i></b>            | means the account maintained by the Customer with MM containing a prepaid monetary value not exceeding the Maximum Limit refer to Schedule A or such other maximum limit as the relevant authority may approve from time to time) that the Customer has paid to MM for the purposes of carrying out the MPS Transactions;  |
| <b><i>“MM Website”</i></b>           | means the website of MM bearing the url address <a href="http://www.mobile-money.com">www.mobile-money.com</a> that is accessible by the Customer;   |
| <b><i>“MM Card”</i></b>              | means a card issued by Company to Customer for the Services, payment of goods and services and such other usages as advised by the Company from time to time   |
| <b><i>“MPS System”</i></b>           | means the mobile-based micro-payment service scheme using a prepaid model designed and developed by MM facilitating the payment of the goods, products and services purchased by the Customer from the Merchants through the Customers’ mobile telephones or such other modes of payment as determined and notified by MM from time to time;   |
| <b><i>“MPS Transaction”</i></b>      | means any transaction involving the use of the MPS System by the Customer to purchase goods, products or services from the Merchant;   |
| <b><i>“Mobile Phone”</i></b>         | means any mobile phone with the SIM (Subscriber Identification Module) card bearing the Mobile Phone Number;   |
| <b><i>“Mobile Phone Number”</i></b>  | means the mobile phone number which has been registered by the Customer with MM as the authorised mobile phone number from which the Customer shall use the Services and communicate with MM;  |
| <b><i>“Parties”</i></b>              | means collectively, MM and the Customer and <b><i>“Party”</i></b> shall mean any one of them;  |
| <b><i>“Services”</i></b>             | means the types of payment that can be made via the MPS System as set out in Schedule A hereto or such other types of payment as may be determined by MM from time to time;  |
| <b><i>“SMS”</i></b>                  | means the short text message sent to and from mobile telephones which text comprises words or numbers or an alphanumeric combination in accordance with the prevailing standards prescribed by the GSM Association;  |
| <b><i>“Terms and Conditions”</i></b> | means these Terms and Conditions governing the use of the Services by the Customers which may be amended at any time and from time to time with the giving of appropriate notice to Customers on MM Website or platform or other suitable forms of announcement and shall include:<br><br>(i) any rules, procedures, terms and conditions for products, services or facilities, as determined by MM from time to time; and |

- (ii) any documents, directives, correspondence and agreements referred to in these Terms and Conditions and forming a part hereof, together with any amendments made at any time or from time to time to any of the foregoing; and

**“Trustee Bank”** means the bank where MM has deposited the prepaid monies remitted by the Customer for the purposes of the MM Wallet.

## 1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) a reference to a party to a document includes that party's successors and permitted assigns;
- (d) a warranty, representation, undertaking, indemnity, covenant or agreement on the part of two or more persons binds them jointly and severally;
- (e) reference to clauses, schedules, paragraphs, annexures or appendices are references to the clauses or schedules in or paragraphs, annexures or appendices to these Terms and Conditions and the schedules, annexures and appendices herein shall be taken, read and construed as integral part of these Terms and Conditions;
- (f) any agreement, notice, consent, approval, disclosure or communication under or pursuant to these Terms and Conditions shall be notified or informed in writing by various forms of telecommunication channels;
- (g) reference to a document shall include references to any sort of document whether paper or paperless and expressed, described or transcribed on any substance either with alphabets, figures, symbols and/or marks;
- (h) no rule for the construction or interpretation of contracts shall apply to the disadvantage of either party for the reason that that party was responsible for the preparation of these Terms and Conditions or any part of it;
- (i) any reference to the provisions of any legislation made thereunder includes any statutory modification, amendment, revision, replacement or re-enactment thereof;
- (j) any reference to a date or time is a reference to that date or time at Malaysia; and
- (k) where the day on or by which anything is to be done is a Saturday or Sunday or a public holiday in the place in which that thing is to be done, then that thing shall be done on the next succeeding Business Day.

## **2. USE OF SERVICES**

- 2.1 During the period where the Customer is registered with MM as its customer, the Customer shall be entitled to use the Services by using a mobile phone bearing the Mobile Phone Number or via MM App and/or such other modes of payment as determined by MM from time to time in accordance with these Terms and Conditions.

- 2.2 On request, the Customer may be given a MM Card. The Customer is advised to refer to the User Guide on MM Website for the usage, top-up and guidance.
- 2.3 The Customer is personally liable for keeping the MM Card safe. For lost of MM Card, Customer shall refer to the procedures on the MM Website for report and replacement of MM Card.
- 2.4 The Customer shall ensure that he is acquainted with the guidelines and procedures for the use of the Services that are more particularly set out in Schedule A hereto and/or the user guides that MM may issue from time to time. MM shall not be liable for any error caused by the Customer's use of the Services.

### **3. AUTHENTICATION**

- 3.1 Where applicable, for each MPS Transaction, MM may require the Customer to confirm the Service in accordance with such mode of authentication as MM may require from time to time.
- 3.2 A MPS Transaction shall be deemed to have been carried-out by the Customer notwithstanding that such notification or confirmation may have been issued by a third party, whether authorized or otherwise, and the Customer shall be bound by such notification or confirmation.
- 3.3 MM shall not be liable for acting on the notification or confirmation sent through any mode of authentication. MM shall not be obliged to investigate the authenticity or authority of persons effecting the notification or confirmation or verify the completeness of such notification or confirmation. Subject to Clause 7.2.1, such notification or confirmation shall be deemed irrevocable and binding on the Customer upon receipt by MM notwithstanding any error, fraud, forgery and lack of clarity or misunderstanding in respect of the terms of such notification or confirmation. The Customer shall immediately notify MM upon receipt of incomplete, garbled or inaccurate data or information from MM. The Customer shall also immediately notify MM upon receipt of any data or information which is not intended for the Customer and the Customer shall delete such data or information from the Mobile Phone.
- 3.4 The Customer must not confirm any notification in respect of a doubtful or unauthorized MPS Transaction.

### **4. REGISTRATION OF CUSTOMER, UTILISATION OF FUNDS**

- 4.1 The Customer must register with MM prior to carrying out the first MPS Transaction.
- 4.2 As part of the registration procedures, the Customer must notify MM of the Customer's personal information, including, without limitation, full name and submit a copy of the identity card /passport and/or such other relevant document as may be requested.
- 4.3 The Customer irrevocably and unconditionally agrees that, subject to the availability of funds in the MM Wallet, the total aggregate value of the MPS Transactions carried out by the Customer for each month shall not exceed a maximum limit ("**Maximum Limit**") as set out in Schedule A hereto or as MM may determine at any time and from time to time.
- 4.4 If the Customer attempts to carry out MPS Transactions exceeding the Maximum Limit, MM shall have the absolute discretion to deny or reject such MPS Transactions.

## **5. AUTHORISATION BY THE CUSTOMER**

- 5.1 The Customer hereby irrevocably and unconditionally authorises MM to forward the Customer's contact information to the relevant Merchant upon receipt of a notification from the Customer that he intends to purchase the relevant goods, products or services.
- 5.2 For MM App and MM Card user, the Customer may authorise transactions through the MM App or by tapping the MM Card.
- 5.3 The Customer irrevocably and unconditionally allows and permits MM to send notification to the Customer in respect of:
- 5.3.1 updates on services and events offered or provided by MM;
  - 5.3.2 notification of promotions, events or services offered or provided by the Merchants that have prior transactions with the Customer.
- 5.4 The Customer irrevocably and unconditionally allows and permits the Merchants that have prior transactions with the Customer, to contact or send notification to the Customer to provide updates on the services offered or provided by the Merchants or notify reminders of important events.

## **6. AVAILABILITY OF SERVICE**

- 6.1 The Services are usually available on a daily basis unless otherwise specified herein.
- 6.2 MM will regularly maintain and upkeep the MPS System and if the Services provided should be interrupted for whatever reason (whether by MM, a third-party provider or in any other manner), MM shall take adequate measures to keep the duration of this interruption as short as possible
- 6.3 Unless otherwise provided in these Terms and Conditions, MM shall without liability be entitled at its absolute discretion, with reasonable notice to the Customer, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.
- 6.4 Notwithstanding any provisions to the contrary in these Terms and Conditions, MM shall be entitled to:
- 6.4.1 immediately terminate, discontinue, withdraw or suspend the Customer's use of the Services without notice; or
  - 6.4.2 impose conditions or restrictions on the Customer's use of the Service without notice
- if the continuation of the Services by the Customer in the opinion of MM, is in contravention of any rules and regulations for fraud, money laundering or financing terrorism or other illegal activities or these Terms and Conditions herein or where MM considers such a step is necessary to protect MM's interests, public interest, public order or national harmony fraudulent, illegal or improper purposes or activities.
- 6.5 If Customer does not utilise the Services (or any of them) for a continuous period of six (6) months after the date of the last transaction, Customer's account shall then be treated as dormant and MM shall be entitled to charge a fee for the maintenance of the MM Wallet. Fee to be charged shall be notified from time to time on MM Website or via MM App or such other platform or other means of communications.

- 6.6 The MM Card will be terminated immediately upon the receipt of the report of lost or unauthorised usage by the Customer until a replacement has been issued provided that the Customer reports the lost or unauthorised usage via the MM App. If the submission of the report is from other means of communication, MM shall terminate the MM Card within 24 hours upon receipt of the report.

## **7. TRANSACTION PROCEDURES**

### *7.1 Procedures*

The Customer shall comply with and observe all procedures stipulated by MM in carrying out each MPS Transaction.

### *7.2 Objections*

7.2.1 If the Customer disagrees with any amount deducted from the MM Wallet for any MPS Transaction, the Customer shall forthwith notify MM, by contacting the Customer Service, before 9.59.59 p.m. on the same day of that disputed MPS Transaction or alleged fraudulent MPS Transaction. Where possible and subject to the contract MM has with the Merchant, MM shall withhold the disputed amount from the Merchant until receipt of a written confirmation that the dispute has been resolved or the investigation has been completed, as the case may be. Any notification from the Customer received by MM after 9.59.59 p.m. shall be dealt with in accordance with Clause 7.3 on the next Business Day. For the avoidance of doubt, the Customer must notify MM of that disputed MPS Transaction or alleged fraudulent MPS Transaction within twenty four (24) hours of its occurrence. Save for the fraudulent MPS Transaction pursuant to Clause 7.3.8(a) and where the fund is still in the Trustee Bank account, the Customer acknowledges and agrees that there will be no automatic refund and the Customer must resolve the dispute directly with the Merchant.

7.2.2 If the Customer fails to notify MM by contacting the Customer Service within twenty four (24) hours of the occurrence of the disputed MPS Transaction, MM shall not be liable in any manner whatsoever for the disputed amount so released by MM to the Merchant.

### *7.3 Dispute Resolution in relation to amount deducted from Account*

7.3.1 MM shall not be responsible and liable to:

- (a) the Customer in any manner whatsoever for any goods, products or services purchased from the Merchant; and
- (b) the Merchant in the event a Customer disputes an MPS Transaction.

7.3.2 Save for fraudulent MPS Transactions alleged by a Customer, MM shall not be under any obligation or responsibility to investigate any disputes on the MPS Transactions between the Merchant and a Customer. All disputes on a MPS Transaction shall be resolved between the Merchant and the Customer with no recourse to the Trustee Bank.

7.3.3 Within seven (7) days from the Customer's notification of an alleged fraudulent MPS Transaction to MM, the Customer shall furnish MM with all requisite supporting documents and information in relation to and in connection with the alleged fraudulent MPS Transaction and complete such other forms and documents as MM may require. The Customer shall also provide written representation as to the nature of the dispute with the Merchant.

- 7.3.4 If the Customer fails or refuses to comply with Clause 7.3.3, MM shall proceed to release to the Merchant the payment in respect of that alleged fraudulent MPS Transaction at the expiry of the seven (7) days period stated in Clause 7.3.3 or such other duration as MM may determine from time to time.
- 7.3.5 MM shall investigate the alleged fraudulent MPS Transaction, including obtaining the written representation from the Merchant.
- 7.3.6 MM shall notify the Customer and the Merchant of the outcome of such investigation within ten (10) Business Days (or such other duration as MM may determine from time to time to complete the investigation) from MM's receipt of all the documents and information stated in Clause 7.3.3.
- 7.3.7 The decision made by MM pursuant to the investigation shall be final, binding and conclusive, save for manifest errors.
- 7.3.8 Where the outcome of the investigation by MM:
- (a) shows that such MPS Transaction is fraudulent and the payment is available in the Trustee Bank and have not been remitted to 3<sup>rd</sup> party Banks' account as instructed, MM shall refund to the Customer the amount of the MPS Transaction by crediting such amount into the MM Wallet not later than thirty (30) days from the date the complaint/claim is made. All refunds are subject further to the contracts MM made with the Merchant or other third parties for the Services herein; or
  - (b) shows that such MPS Transaction is not fraudulent, the Customer shall be notified accordingly.
- 7.3.9 If at any event the Customer is not satisfied the outcome of the investigation, the Customer may refer their enquiries or complaint to the following bodies:

BANK NEGARA MALAYSIA  
BNMLINK (Walk-in Customer Service Centre)  
Ground Floor, Blok D, Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: +603-2698 8044 ext 8950/8958  
Operating Hours: Monday to Friday from 9.00 am to 5.00 pm

BNMTELELINK (Contact Centre)  
Tel: 1-300-88-5465 (Overseas: +603-2174 1717)  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
Operating Hours: Monday to Friday from 9.am to 5.00pm

Ombudsman for Financial Services (OFS)  
(formerly known as Financial Mediation Bureau)  
14<sup>th</sup> Floor, Main Block, Menara Takaful Malaysia,  
No. 4 Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: +603-2272 2811  
Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)



**8. TOP-UP OF MM WALLET**

- 8.1 The Customer may top-up the value in the MM Wallet up to the Maximum Limit as stated in Schedule A by the prescribed methods and upon such terms and conditions as MM may at its absolute discretion determine at any time or from time to time.
- 8.2 MM Card may be top up at selected retail shops or centres notified to Customer on MM Website or internet or MM App.

**9. WITHDRAWAL FROM THE MM WALLET**

- 9.1 The Customer may withdraw the money deposited in the MM Wallet upon the fulfillment of the withdrawal procedures and subject to the Maximum Daily, Monthly and/or Annual Limit amount stated in Schedule A as MM may at its absolute discretion determine at any time or from time to time.
- 9.2 MM shall be entitled to impose a processing fee for carrying out the Customer's request to withdraw the money from the MM Wallet. Customer will be informed of such processing fees on the usage of the Services at MM Website or via MM App or at any other platform or via other means of communication from time to time. All withdrawals are also subject to the charges imposed by the respective servicing Banks or Merchants or service providers and shall be borne by the Customer.
- 9.3 The Customer shall pay MM for any surcharge, service fees, charges imposed by servicing Banks or Merchants or service providers for the Services transacted by Customer and the Customer hereby irrevocably authorises MM to deduct the aforesaid surcharge, service fees, charges incurred by MM to servicing Banks or Merchants or service providers from the Customer's MM Wallet.

**10. QUALITY OF PRODUCTS, GOODS OR SERVICES**

- 10.1 The Customer agrees and confirms that MM makes no representations or warranties in respect of the products, goods and services offered or sold by the Merchants or its service providers, including, without limitation, the quality, accuracy, adequacy, timeliness, fitness for any purposes or completeness of any of the products, goods or services.
- 10.2 The Customer shall hold the relevant Merchant or its service providers liable and shall claim or bring an action against the relevant Merchant or its service providers for any defective or bad quality products, goods or services purchased.

**11. LIMITATION ON LIABILITY**

- 11.1 The Customer agrees and confirms that he shall not hold MM, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the MPS Transaction or these Terms and Conditions.
- 11.2 If at any event, MM, its employees, agents or licensees are found liable to the Customer, such liability is limited to the actual amount of direct loss/damages in which event shall not exceed the MM wallet limit.

**12. RELIABILITY OF TELECOMMUNICATION AND INTERNET**

- 12.1 The Customer is aware that all transactions conducted by way of the MPS System are through notification and confirmation sent by various forms of telecommunication channels to the MPS System or through the internet.

- 12.2 The Customer is fully aware that the Customer's receipt of the notification from MM and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. The Customer accepts that MM cannot guarantee the prompt delivery of such notification or confirmation.
- 12.3 The Customer acknowledges and confirms that the Customer shall take all steps and measures to check and verify the transaction history of the Customer on the MM Website.

### **13. LOSS OF AUTHENTICATION INSTRUMENT**

- 13.1 The Customer shall immediately notify MM of the loss of the instrument used to authenticate the MPS Transactions, including, without limitation, the Mobile Phone, MM Card or security card or token.
- 13.2 The Customer shall be liable for all transactions conducted through MPS System from the instrument of authentication at any time prior to the receipt by MM of the Customer's notification of the loss of such instrument of authentication.
- 13.3 The Customer shall be solely responsible for any and all consequences of use of misuse of the Customer's MM Wallet and/or Customer Bank Account in relation to its login credentials and/or security credentials.
- 13.4 The Customer shall be responsible for all loss and payments (including any transaction carried out without the Customer's authority) due to its negligence or where the Customer has acted fraudulently.

### **14. RECORD OF TRANSACTIONS**

- 14.1 The Customer may access the MM Website or MM App and view the transaction history of the Customer for MPS Transactions for the preceding ninety (90) days. All transactional information shall be displayed in Ringgit Malaysia.
- 14.2 The Customer may print out the MPS Transactions history from the Customer's computer terminal, MM App or mobile phone.
- 14.3 The Customer acknowledges and agrees that MM is not under any obligation whatsoever to issue monthly statements to the Customer detailing the transactions conducted by the Customer through the MPS System.
- 14.4 It shall be the Customer's obligation to access, procure or obtain monthly statements from or through their respective service providers, banks or financial institutions detailing the monies deducted from their accounts maintained with the respective service providers, banks or financial institutions.

### **15. DISCLOSURE OF INFORMATION**

- 15.1 MM shall be entitled and the Customer irrevocably and unconditionally consents and authorises MM to the extent permitted by law, to disclose or release any information pertaining to the Customer or the Customer's transactions through MPS System to such extent that MM may at its absolute discretion deem fit to:
- 15.1.1 the Trustee Bank;
- 15.1.2 the relevant Merchants;
- 15.1.3 such other persons as MM may be required to disclose under the applicable law;

- 15.1.4 such other persons or entity pursuant to any governmental directive or order of the court; or
- 15.1.5 any other party whomsoever as MM may at its absolute discretion deems fit.
- 15.2 MM shall abide and ensure its employees abide to the rules and regulations on the Customer's privacy under the Personal Data Protection Act 2010 of Malaysia ("PDPA").
- 15.3 By conducting transactions on the MPS System, the Customer shall be deemed to have granted his/her consent for MM to collect, use and disclose the data, including personal data (as defined in the PDPA) of the Customer. The data collected is for the purpose of managing the Customer's usage of the MPS System and may be made available, including transfer to foreign jurisdiction outside Malaysia as prescribed by the PDPA, to authorities, professional advisers of MM and other parties that provide services to MM. The Customer shall have the right to request access to and to request correction of his/her personal data that is in the possession and control of MM as prescribed by the PDPA, but the Customer acknowledges that all request for access and correction shall be attended to with reason and in any event, only within the limits of the PDPA. Notwithstanding the foregoing, the Customer has the choice, at any time, not to provide his/her personal data or to revoke his/her consent to MM collecting, using and disclosing his/her personal data. However, failure to provide such data or revocation of the Customer's consent may result in MM being unable to continue facilitating the transactions of the Customer through the MPS System.

## **16. APPLICABLE LAWS AND REGULATIONS**

- 16.1 The Customer's use of the Services shall be governed by the laws of Malaysia.
- 16.2 Where required, the Customer shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.
- 16.3 For international transactions, the Customer shall not violate the laws existing in the countries involved in the transaction.
- 16.4 For transactions within Malaysia, the Customer shall not violate the laws of Malaysia.
- 16.5 In the event, the MM Wallet is ceased, terminated or suspended by MM due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any laws or regulations, the Customer shall not be entitled to obtain any refund of monies in the MM Wallet until and unless clearance has been from the relevant authorities. MM is hereby authorised to retain the monies or to release the monies to the relevant authorities in compliance with applicable laws or regulation. In such event, the Customer shall not be entitled to claim any form of compensation from MM.
- 16.6 The Customer shall fully indemnify, defend and hold MM and its related corporations harmless from and against any and all suits, actions, judgements, damages, costs, losses, expenses (including legal fees on a solicitors and client basis) and other liabilities arising from a breach or contravention or non-compliance with any provision of this Clause 16.

## **17. SUSPENSION, TERMINATION, CANCELLATION OF SERVICES**

- 17.1 The Services (or any part thereof) may be cancelled by MM at any time without prior notice to the Customer if the provisions of Clause 6.4 occur. After cancellation, suspension and upon investigation where MM is satisfied that there is no

contravention of Clause 6.4 above, the Services (or any part thereof) may be reinstated in such manner and on such terms and conditions as MM may at its absolute discretion determine.

- 17.2 On the occurrences of Clause 6.4, MM reserves the right at all times to suspend or block access to and use of the Services (or any part thereof) for any reason whatsoever and for any length of time and upon any conditions that MM may at its absolute discretion determine.
- 17.3 Upon cancellation or termination of the Services (or any part thereof) other than for reasons provided in Clause 6.4 above:
- 17.3.1 all rights granted to the Customer hereunder shall immediately terminate and shall revert to MM;
  - 17.3.2 the Customer shall immediately pay to MM all outstanding fees and charges due and owing to MM;
  - 17.3.3 MM may at its absolute discretion, decide not to act on any confirmation or request received by MM after the effective date of termination;
  - 17.3.4 MM may at its absolute discretion, decide not to act on any confirmation or request received by MM between the date of notice is given to the Customer and the effective date of termination (if there is a lapse of time between the two dates); and
  - 17.3.5 the Customer hereby irrevocably and unconditionally authorises MM to refund the credit balance in the MM Wallet, after the deduction of all money due and owing by the Customer to MM (if any) under Clause 9.3 above, to the Customer Bank Account not later than thirty (30) days from the effective date of termination.

## **18. TERMINATION BY CUSTOMER**

- 18.1 The Customer may terminate the usage of the Services pursuant to these Terms and Conditions at any time by contacting the Customer Service.

## **19. NOTICES**

- 19.1 All notices and documents required to be given by the Customer under these Terms and Conditions to MM shall be sent to MM by way of ordinary post or registered post to the following address (or such other address as MM may notify at any time or from time to time) or online through MM Helpdesk ticket:

Lot 23-24, 2<sup>nd</sup> Floor, IOI Business Park,  
47100 Puchong, Selangor Darul Ehsan.

Online: <https://help.mobile-money.com/>

Any notice or document sent by the Customer to MM shall be deemed served when such notice or document is received by MM.

- 19.2 All notices and documents required to be given by MM under these Terms and Conditions to the Customer shall be sent to the Customer by any one of the following methods:
- 19.2.1 ordinary or registered post to the Customer's last known address according to MM' records;

- 19.2.2 by facsimile to the Customer's last known facsimile number according to MM' records;
  - 19.2.3 electronic mail to the Customer's last known electronic mail address according to MM' records;
  - 19.2.4 posting the notice or communication on MM Website;
  - 19.2.5 notices placed with or in any of MM written communications to the Customer;
  - 19.2.6 telephone call to the Customer's last known telephone number according to MM' records;
  - 19.2.7 notices placed through any media; or
  - 19.2.8 any manner of notification as MM may at its absolute discretion determine.
- 19.3 Any notice or document or communication given by MM to the Customer shall be deemed to be served and received by the Customer:
- 19.3.1 if sent by ordinary or registered post, within three (3) days of posting; or
  - 19.3.2 if sent by other methods stated in Clauses 19.2.2 to 19.2.8, the Business Day following the sending of such notice or document.

## **20. WAIVER AND SEVERANCE**

- 20.1 Any failure by MM to enforce at any time or for any period any one or more of these Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce these Terms and Conditions.
- 20.2 In the event that any provisions of these Terms and Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable MM shall amend that provision in such reasonable manner as would achieve the intention of MM or at the discretion of MM it may be severed from these Terms and Conditions and the remaining provisions remain in full force and effect.

## **21. VARIATION**

- 21.1 These Terms and Conditions including but not limited to the fees and charges imposed by MM pursuant to these Terms and Conditions may be modified, added to, deleted or varied by MM by giving the Customer not less than seven (7) days' notice by way of posting on MM Website or in any such other manner as MM may in its absolute discretion determine.
- 21.2 The Customer shall access MM Website at regular intervals of time to view these Terms and Conditions and to ensure that the Customer is kept up-to-date with any changes or variations to these Terms and Conditions.
- 21.3 The Customer agrees that continued use of the Services shall constitute the Customer's acceptance of these Terms and Conditions (as modified and varied from time to time).

## **22. ASSIGNMENT**

- 22.1 The Customer may not assign its rights under these Terms and Conditions without the prior written consent of MM.
- 22.2 MM may assign its rights under these Terms and Conditions without the prior written consent of the Customer.

**23. BINDING EFFECT**

23.1 These Terms and Conditions shall be binding on the heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) of the Customer and MM.

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**Schedule A**

**Services**

| <b>No.</b> | <b>Types of Payment</b>         |
|------------|---------------------------------|
| 1.         | Cross Border Remittance *       |
| 2          | Purchase of Airtime Reloads     |
| 3.         | Bills Payment                   |
| 4.         | Merchant Payments               |
| 5.         | Car Park                        |
| 6.         | Fund Transfer within MPS System |
| 7.         | Online Shopping                 |
| 8.         | Fund Transfer to Own Account    |
| 9.         | Cash Withdrawal                 |

**The transaction limit for the above services depends on the type of users as below**

| <b>Description</b>   | <b>Bronze</b>  | <b>Silver</b>  | <b>Gold</b>    | <b>Platinum</b> | <b>Co-branded/ Special Purpose</b>             |
|--|----------------|----------------|----------------|-----------------|--|
| Mobile Money Wallet Size   | Below RM500    | RM1,500        | RM4,999        | RM10,000        | Based on agreement and approval from regulator |
| Maximum Daily Transaction Limit (Cumulative across all services)   | RM1,000        | RM3,000        | RM4,999        | RM20,000        |  |
| Maximum Monthly Transaction Limit (Cumulative across all services) | RM3,000        | RM4,999        | RM4,999        | RM30,000        |  |
| Maximum Annual Transaction Limit (Cumulative across all services)  | Below RM60,000 | Below RM60,000 | Below RM60,000 | Above RM60,000  |  |

**\* This limit is applicable regardless of customer's payment option. It is a cumulative amount for example e-wallet + FPX + Cash.**

The Maximum Limit is subject to changes. MM may, in MM's absolute discretion, impose limits on the transaction limit, either on a per transaction basis or on an aggregated basis.