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**TERMS AND CONDITIONS FOR MM USERS**

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These terms and conditions govern the User's rights and obligations, as customers, and MM, in connection with the usage by the User of the Services provided by MM. By using the Services provided by MM, the User 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 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.

## 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:

- "Business Day"*** means a day other than Saturday, Sunday or public holiday on which banks are open for business in Selangor Darul Ehsan and Kuala Lumpur;
- "Customer Service"*** means the customer care unit of MM;
- "Merchants"*** means merchants, vendors, persons, corporation or entity registered with MM to sell or provide goods, products and services to the User through the MM System;
- "MM"*** means **MOBILE MONEY INTERNATIONAL SDN BHD (COMPANY NO: 670766-W)**, 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;
- "MM System"*** means the payment system designed and developed by MM facilitating the payment of the goods, products and services purchased by the Users from the Merchants, including Third Party Merchant Transactions;
- "MM Transaction"*** means any transaction involving the use of the MM System by the User to register MM Account, top-up MM Account, cash-out MM Account, purchase goods, products or services from the Merchant, including, without limitation, Third Party Merchant Transaction, by using the MM Card;
- "MM Account"*** means the account maintained by the User with MM containing a prepaid monetary value not exceeding such maximum limit as the relevant authority may approve from time to time, that the User has paid to MM for the purposes of carrying out the MM Transactions;
- "MM Website"*** means the website of MM bearing the url address [www.mobile-money.com](http://www.mobile-money.com) that is accessible by the User;
- "Parties"*** means collectively, MM and the User and "Party" shall mean any one of them;
- "Services"*** means payment for goods, products and services through the MM System;

- “MM Card”** means the smart card issued by MM to the User to be used to effect payment of MM Transactions;
- “TAP Dollar”** means the loyalty points that may be earned by the User when carrying out such MM Transactions as MM shall in its absolute discretion determine, which is not exchangeable for cash and is non-transferable;
- “Terms and Conditions”** means these Terms and Conditions governing the use of the Services by the Users as may be amended at any time and from time to time as and when MM shall in its absolute discretion deems necessary and shall include:
- (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;
- “Third Party Merchants”** means such third party merchants of MM or third party included by MM for which a Merchant is duly approved by MM to accept payments from the User towards the purchase of goods, products or services provided by such third party merchants;
- “Third Party Merchant Transactions”** means any transaction involving the use of the MM System by the User to purchase goods, products or services of Third Party Merchants from a Merchant, as MM may at its absolute discretion approve and permit a Merchant to sell or perform at any time during the Term upon such terms and conditions as MM may determine;
- “Trustee Bank”** means the bank where MM has deposited the prepaid monies remitted by the User into MM Account for the purposes of payment of the MM Transactions; and
- “User”** means a person who makes payment through the MM System for purchase of goods, products and services;

## 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;
- (f) any agreement, notice, consent, approval, disclosure or communication under or pursuant to these Terms and Conditions shall be in writing;
- (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 User is registered with MM as its customer, the User shall be entitled to purchase products, goods or services from any Merchant through the MM System in accordance with these Terms and Conditions.
- 2.2 The User shall be deemed to have automatically accepted and be bound by these Terms and Conditions upon the carrying out of the first MM Transaction.
- 2.3 The User shall ensure that he is acquainted with the guidelines and procedures for the use of the Services that are more particularly set out in the user guides that MM may issue from time to time and published on MM Website. MM shall not be liable for any errors caused by the User's use of the Services.
- 2.4 The User acknowledges that MM may at its absolute discretion refuse or permit the User to use the Services without giving any reason or notice thereof.

## 3. SECURITY, MM CARD

- 3.1 The User is aware and acknowledges that payment for MM Transactions is effected by using the MM Card. The User must at all times keep the MM Card in a safe and secure place.
- 3.2 MM shall not be held liable in any manner whatsoever for any MM Transactions effected by the MM Card and shall not be under any obligation to verify or investigate the authenticity or authority of persons using the MM Card to effect payments for MM Transactions.
- 3.3 The User is granted a non-assignable, non-transferable and revocable licence to use the MM Card to effect payments for MM Transactions in accordance with these Terms and Conditions. The User is not granted any other or additional rights in respect of the MM Card other than as provided in these Terms and Conditions.

- 3.4 The title and intellectual property rights in relation to and in connection with the MM Card belong to MM absolutely.
- 3.5 Upon the revocation of the licence to use the MM Card in accordance with these Terms and Conditions, the User shall immediately return the MM Card to MM, without any formal demand by MM.
- 3.6 The User must immediately report to MM, loss of MM Card by such mode of communication as MM shall in its absolute discretion determine from time to time. MM shall not be held liable for any MM Transaction carried out by using the MM Card at any time prior to MM's receipt of the User's report of loss of MM Card. MM will issue a replacement MM Card at a fee payable by the User to MM.

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

- 4.1 The User must register with MM prior to carrying out the first MM Transaction.
- 4.2 As part of the registration procedures, the User must notify MM of the User's personal information, including, without limitation, full name and identity card number.
- 4.3 The User irrevocably and unconditionally agrees that, subject to the availability of funds in the MM Account and unless otherwise agreed by MM, the total aggregate value of the MM Transactions carried out by the User for each month and the value for a single MM Transaction shall not exceed the respective maximum limits (collectively, "Maximum Limits") as MM may determine at any time and from time to time.
- 4.4 If, the User attempts to carry out MM Transactions:
  - 4.4.1 exceeding the Maximum Limits (or any of them); or
  - 4.4.2 exceeding the value of the MM Account,MM shall have the absolute discretion to deny or reject such MM Transactions.

#### 5. AUTHORISATION BY THE USER

- 5.1 The User irrevocably and unconditionally allows and permits MM to send SMS to the User in respect of:
  - 5.1.1 updates on services and events offered or provided by MM;
  - 5.1.2 notification of promotions, events or services offered or provided by the Merchants that have prior transactions with the User.
- 5.2 The User irrevocably and unconditionally allows and permits the Merchants that have prior transactions with the User, to contact or send SMS to the User 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 There may be certain times that the Services may not be available due to maintenance or malfunction of the MM System or such other reasons beyond the control of MM. MM makes no warranty that the Services will be available at the times stated herein.

- 6.3 Unless otherwise provided in these Terms and Conditions, MM shall be entitled at its absolute discretion, without prior notice to the User, 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 User's use of the Services without notice; or
- 6.4.2 impose conditions or restrictions on the User's use of the Service without notice.
- 6.5 In addition to and not in derogation of Clause 6.4, if Customer does not utilise the Services (or any of them) for a continuous period of three (3) months, MM shall be entitled to charge a fee for the maintenance of the MM Account.

## 7. TRANSACTION PROCEDURES

### *7.1 Procedures*

- 7.1.1 The User shall comply with and observe all procedures stipulated by MM in carrying out each MM Transaction.
- 7.1.2 Each time the User uses the MM Card to carry out a MM Transaction, MM shall deduct from the MM Account an amount that is corresponding to the value of such MM Transaction and where applicable, a processing fee as MM may determine from time to time for such MM Transaction.

### *7.2 Objections*

- 7.2.1 If the User disagrees with any amount deducted from the MM Account for any MM Transaction, the User shall forthwith notify MM, by contacting MM's Customer Service, before 10.00 p.m. on the same day of that disputed MM Transaction. MM shall withhold the disputed amount from the Merchant until receipt of a written confirmation that the dispute has been resolved. Any notification from the User received by MM after 10.00 p.m. shall be dealt with in accordance with Clause 7.3 on the next Business Day. For the avoidance of doubt, the User must notify MM of an alleged fraudulent MM Transaction within twenty four (24) hours of its occurrence. The User acknowledges and agrees that there will be no automatic refund and the User must resolve the dispute directly with the Merchant, and, as the case may be, the Third Party Merchant.
- 7.2.2 If the User fails to notify MM by contacting the Customer Service, within twenty four (24) hours of the occurrence of the disputed MM Transaction, MM shall not be liable in any manner whatsoever for the disputed amount so released by MM to the relevant 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 User in any manner whatsoever for any goods, products or services purchased from the Merchant, and as the case may be, the Third Party Merchant; and

- (b) the Merchant in the event a Customer disputes an MM Transaction.
- 7.3.2 Save for fraudulent MM Transactions alleged by a Customer, MM shall not be under any obligation or responsibility to investigate any disputes on the MM Transactions between the Merchant and a Customer. All disputes on a MM Transaction shall be resolved between the Merchant, or as the case may be, the Third Party Merchant, and the User with no recourse to the Trustee Bank.
- 7.3.3 Within seven (7) days from the User's notification of a disputed MM Transaction to MM, the User shall furnish MM with all requisite supporting documents and information in relation to and in connection with the disputed MM Transaction and complete such other forms and documents as MM may require. The User shall also provide written representation as to the nature of the dispute with the Merchant.
- 7.3.4 If the User fails or refuses to comply with Clause 7.3.3, MM shall proceed to release to the Merchant the payment in respect of that disputed MM Transaction at the expiry of the seven (7) day period stated in Clause 7.3.3 or such other duration as MM may determine from time to time or at any time during the Term.
- 7.3.5 MM shall investigate the alleged fraudulent MM Transaction, including obtaining the written representation from the Merchant.
- 7.3.6 MM shall notify the User 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 or at any time during the Term) 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 MM Transaction is fraudulent, MM shall refund to the User the amount of the MM Transaction by crediting such amount into the MM Account; or
  - (b) shows that such MM Transaction is not fraudulent, the User shall be notified accordingly.

## 8. TOP-UP OF MM ACCOUNT

- 8.1 The User may top-up the value in the MM Account 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 shall be entitled to impose a processing fee for carrying out the User's request to top-up money into MM Account.

## 9. WITHDRAWAL FROM THE MM ACCOUNT

- 9.1 The User may withdraw the money deposited in the MM Account upon the fulfillment of the withdrawal procedures 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 User's request to withdraw the money from the MM Account.

10. QUALITY OF PRODUCTS, GOODS OR SERVICES

- 10.1 The User agrees and confirms that MM makes no representations or warranties in respect of the products, goods and services offered or sold by the Merchants, 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 User shall hold the relevant Merchant liable and shall claim or bring an action against the relevant Merchant for any defective or bad quality products, goods or services purchased.

11. TAP DOLLAR PROGRAMME

- 11.1 In respect of such MM Transactions that MM shall in its absolute discretion determine, the User shall be rewarded with TAP Dollar in carrying out such MM Transaction. The amount of TAP Dollar for such MM Transaction shall be determined by MM at its absolute discretion.
- 11.2 TAP Dollar earned by the User can be redeemed against goods and services available at selected participating Merchants or on MM Website, as MM shall from time to time determine at its absolute discretion. The value of TAP Dollar required for redemption for each participating goods and services shall be as determined by MM from time to time and notified on MM Website.
- 11.3 As and when the User redeems goods and services available at selected participating Merchants or on MM Website, the User shall pay using the MM Account, any shortfall between the retail price of such goods or services and the value of TAP Dollar that can be used to redeem such goods or services.
- 11.4 The User acknowledges and agrees that the TAP Dollar programme is a reward programme that is created by MM for its Users as a gesture of goodwill in respect of the Users' continued usage of the MM System. In this respect, the User shall not hold MM liable for any reason whatsoever in relation to and in connection with this TAP Dollar programme, including, without limitation, the User's failed attempt to use the TAP Dollar to pay for any participating goods or services.
- 11.5 If a redemption involving the TAP Dollar is reversed for any reason whatsoever, all of such TAP Dollar used for that transaction shall be re-deposited into the User's account.
- 11.6 All TAP Dollar standing to the credit in the User's account shall be extinguished upon the cancellation of the Services by MM or as the case may be, upon expiry of the TAP Dollar as MM shall determine at its absolute discretion or termination of usage of the Services by the User. In this respect, MM shall not be required to pay the User in cash for such TAP Dollar that remain unused at the time of cancellation or termination.

12. LIMITATION ON LIABILITY

- 12.1 The User 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 MM Transaction or these Terms and Conditions.
- 12.2 If at any event, MM, its employees, agents or licensees are found liable to the User, such liability is limited to the actual amount of direct damages.

13. RECORD OF TRANSACTIONS

- 13.1 The User may access the MM Website and view the transaction history of the User for the preceding ninety (90) days. All transactional information shall be displayed in Ringgit Malaysia.
- 13.2 The User may print out the transaction record by accessing to MM Website.
- 13.3 The User acknowledges and agrees that MM is not under any obligation whatsoever to issue monthly statements to the User detailing the transactions conducted by the User through the MM System.

14. DISCLOSURE OF INFORMATION

- 14.1 MM shall be entitled and the User irrevocably and unconditionally consents and authorises MM to the extent permitted by law, to disclose or release any information pertaining to the User or the User's transactions through MM System to such extent that MM may at its absolute discretion deem fit to:
  - 14.1.1 the Trustee Bank;
  - 14.1.2 the relevant Merchants;
  - 14.1.3 such other persons as MM may be required to disclose under the applicable law;
  - 14.1.4 such other persons or entity pursuant to any governmental directive or order of the court; or
  - 14.1.5 any other party whomsoever as MM may at its absolute discretion deems fit.

15. APPLICABLE LAWS AND REGULATIONS

- 15.1 The User's use of the Services shall be governed by the laws of Malaysia.
- 15.2 Where required, the User shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.
- 15.3 For international transactions, the User shall not violate the laws existing in the countries involved in the transaction.
- 15.4 For transactions within Malaysia, the User shall not violate the laws of Malaysia.
- 15.15 The User 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 15.

16. SUSPENSION, TERMINATION, CANCELLATION OF SERVICES

- 16.1 The Services (or any part thereof) may be cancelled by MM at any time without prior notice to the User. After cancellation, 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.
- 16.2 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.

- 16.3 Upon cancellation or termination of the Services (or any part thereof):
- 16.3.1 all rights granted to the User hereunder shall immediately terminate and shall revert to MM;
  - 16.3.2 the User shall immediately pay to MM all outstanding fees and charges due and owing to MM;
  - 16.3.3 MM may at its absolute discretion, decide not to act on any confirmation or request received by MM after the effective date of termination;
  - 16.3.4 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 User and the effective date of termination (if there is a lapse of time between the two dates); and
  - 16.3.5 the User hereby irrevocably and unconditionally authorises MM to refund the credit balance in the MM Account, after the deduction of all money due and owing by the User to MM (if any), to the User Bank Account.

17. TERMINATION BY CUSTOMER

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

18. NOTICES

- 18.1 All notices and documents required to be given by the User 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):
- Lot 23-24, 2<sup>nd</sup> Floor, IOI Business Park,  
47100 Puchong, Selangor Darul Ehsan.
- Any notice or document sent by the User to MM shall be deemed served when such notice or document is received by MM.
- 18.2 All notices and documents required to be given by MM under these Terms and Conditions to the User shall be sent to the User by any one of the following methods:
- 18.2.1 ordinary or registered post to the User's last known address according to MM' records;
  - 18.2.2 by facsimile to the User's last known facsimile number according to MM' records;
  - 18.2.3 electronic mail to the User's last known electronic mail address according to MM' records;
  - 18.2.4 posting the notice or communication on MM Website;
  - 18.2.5 notices placed with or in any of MM written communications to the User;
  - 18.2.6 telephone call to the User's last known telephone number according to MM's records;
  - 18.2.7 notices placed through any media; or
  - 18.2.8 any manner of notification as MM may at its absolute discretion determine.

18.3 Any notice or document or communication given by MM to the User shall be deemed to be served and received by the User:

18.3.1 if sent by ordinary or registered post, within three (3) days of posting; or

18.3.2 if sent by other methods stated in Clauses 18.2.2 to 18.2.8, the Business Day following the sending of such notice or document.

## 19. WAIVER AND SEVERANCE

19.1 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.

19.2 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.

## 20. VARIATION

20.1 These Terms and Conditions may be modified, added to, deleted or varied by MM by way of posting on MM Website or in any such other manner as MM may in its absolute discretion determine.

20.2 The User shall access MM Website at regular intervals of time to view these Terms and Conditions and to ensure that the User is kept up-to-date with any changes or variations to these Terms and Conditions.

20.3 The User agrees that continued use of the Services shall constitute the User's acceptance of these Terms and Conditions (as modified and varied from time to time).

## 21. ASSIGNMENT

21.1 The User may not assign its rights under these Terms and Conditions without the prior written consent of MM.

21.2 MM may assign its rights under these Terms and Conditions without the prior written consent of the User.

## 22. BINDING EFFECT

22.1 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 User and MM.

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