



**TERMS & CONDITIONS  
GOVERNING ICT COMMERCE SDN BHD  
ONLINE AND MOBILE E-WALLET SERVICE**

**NOTICE:**

The Online and Mobile e-Wallet (“individually and collectively referred to as e-Wallet Service”) allow communication and interaction between ICT Commerce Sdn Bhd or Finexus Cards Sdn Bhd (“ICT-FNX”) and the Customer. The e-Wallet Service provided is licensed by FINEXUS Cards Sdn Bhd.

Before accessing the e-Wallet Service and/or using all or any of its features, the Customer must read, understand and agree to be bound by the Terms and Conditions herein as well as any other terms which ICT-FNX may prescribe. If the Customer does not agree to accept any of the Terms and Conditions, the Customer is advised to immediately discontinue access and/or use of the e-Wallet Service.

The Customer's access or use of the e-Wallet Service shall be at the Customer's own risk and initiative. The Customer shall be responsible for compliance of all applicable laws.

**1. GENERAL**

- 1.1 The Customer is advised to seek independent legal, financial or other advice as the Customer deems necessary at all times before making any decision based on any information, material or any content herein.

**2. DEFINITIONS AND CONSTRUCTION**

- 2.1 In these Terms and Conditions, the following words and expressions shall have the following meaning:
- a. “Registered Prepaid Account” means one or more of the Customer's Registered Prepaid Account or any other accounts with ICT-FNX which may be accessed through the e-Wallet Service as determined by ICT-FNX.
  - b. “Agent” means any third-party offering products, services, content and information.
  - c. “Agreement” means this agreement between the Customer and ICT-FNX for the e-Wallet Service, all supplements, amendments and variations thereto.
  - d. “Authorized Person” means the Customer himself who has applied for the e-Wallet Service and Registered Prepaid Account.

- e. “ICT-FNX” means ICT Commerce Sdn Bhd Company Registration No. 201701011493 (1225658-H), a company incorporated in Malaysia and having its registered office at No. 1-3R, 3rd Floor, Block A, Jalan Maju 3/1, Taman Lembah Maju, 56100 Kuala Lumpur, Malaysia and/or Finexus Cards Sdn Bhd Company Registration No. 200501024587 (706720-U), a company incorporated in Malaysia and having its registered office at No. 1 Jalan Pangkor, Titiwangsa Sentral, 53000 Kuala Lumpur, Malaysia.

ICT Commerce Sdn Bhd [1225658-H] is an approved program partner of FINEXUS Cards Sdn Bhd [706720-U]. FINEXUS Cards Sdn Bhd [706720-U] is an e-Money institution licensed by Bank Negara Malaysia to provide digital payment services and are regulated by Bank Negara Malaysia under the Financial Services Act 2013.

- f. “Bill” means the bill, invoice, notice, renewal notice, form and/or payment demand received by the Customer from a Payee Corporation and which has to be paid within the time frame stipulated in the Payee Corporation's bill, invoice, notice, renewal notice, form and/or payment demand.
- g. “Biometric” means the biometric imprint(s) saved on the Mobile Device which supports the biometric authentication function, including but not limited to fingerprint, face, and voice recognition, and may be used in place of the Customer’s User ID to access the ICT-FNX Services and perform the “Quick Balance” which would enable the Customer to check the available balance in the Registered Prepaid Account and “DuitNow QR” which would allow the Customer to make payment by scanning the merchant’s QR code.
- h. “Business Day” means any calendar day from Monday to Friday, except a public holiday or bank holiday in the Federal Territory of Kuala Lumpur.
- i. “Business Hours” means 9.00am to 6.00pm (Malaysian GMT) daily, excluding public holidays, Saturday and Sunday.
- j. “Customer” means:
- (i) The individual person or persons or the corporate entity in whose name(s) the Registered Prepaid Account(s) is/are maintained with ICT-FNX and to whom ICT-FNX has agreed to provide the e-Wallet Service and where applicable, the Customer's successors in title or legal representatives; or
  - (ii) ICT-FNX’s valid Customer who has downloaded the ICTPAY and/or JDTPAY mobile application.
- k. “Device” means a machine such as a Mobile Device, Tablet or Computer Terminal, that can be used to connect to the internet.
- l. “DuitNow QR” means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR Standard.

- m. “DuitNow QR Operator” means Payments Network Malaysia Sdn Bhd.
- n. “Dynamic QR” means a QR Code that is generated after the Merchant or Recipient keys-in the amount of the payment or credit transfer.
- o. “e-Wallet Service” means ICT-FNX’s Online and Mobile e-Wallet services features and upgrades introduced from time to time.
- p. “E-money” means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of the e-money.
- q. “Instruction” means instructions given by the Customer in respect of the Customer’s Registered Prepaid Account via the e-Wallet Service.
- r. “Internet” means a computer network consisting of a worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
- s. “Merchant” means businesses registered with the Companies Commission of Malaysia, or businesses run by sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.
- t. “Mobile Devices” means the mobile phone, smartphone, tablet or such other communication device which is used to access the e-Wallet Service.
- u. “Network Service Provider” means any Internet Service Provider (“ISP”) or any commercial online service provider or a licensed telecommunications services provider approved by ICT-FNX providing connection to the Internet or providing the Customer with telecommunications and connectivity services necessary for the provisions of any applications in addition to its own proprietary network.
- v. “OTP PIN” means the ICT-FNX Authentication Code used to confirm and authorize the internet banking transaction effected by the Customer. The OTP PIN will be forwarded via Short Message System (“SMS”) Service by the telecommunications company to the Customer’s handphone number registered in ICT-FNX’s records.

- w. "Password" means a unique string of characters issued by ICT-FNX for the Customer's first time login to the e-Wallet Service and thereafter chosen by the Customer and known only to the Customer and ICT-FNX's computer system, which must be keyed in by the Customer on the Customer's Device in order to authenticate the Customer's User ID and grants the Customer access to the e-Wallet Service.
- x. "Payee Corporation" means those corporations or bodies integrated with ICT-FNX and whose names are displayed on the e-Wallet Service bill payment screen.
- y. "ICTPAY and/or JDTPAY" means the "Mobile Application" herein defined as the software applications which is made available for download via Apple App Store or Google Play Store.
- aa. "MPIN" means the mobile pin Authentication Code in the ICTPAY and/or JDTPAY mobile application provided by Finexus Cards Sdn Bhd that will be used to confirm, approve and authorize the card-to-card transfer transaction performed by the Customer.
- bb. "ICT-FNX Web Service" means the Online Internet Banking Service which the Customer may access through the use of a personal computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's User ID and Password.
- cc. "Push Notification" means the Internet-based messaging that pushes notifications to mobile devices via ICTPAY and/or JDTPAY.
- dd. "QR Code" means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with a QR reader.
- ee. "Recipient" means an individual who receives funds via the DuitNow QR Service.
- ff. "Ringgit Malaysia" or "RM" means the lawful currency of Malaysia.
- gg. "Static QR" means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.
- hh. "Secure MPIN" means a 6-digit Personal Identification Number created by the Customer during the MPIN activation and thereafter chosen by the Customer and known only to the Customer and ICT-FNX's computer system, which must be keyed in by the Customer on the Customer's Device in order to authenticate the ICTPAY and/or JDTPAY transactions effected by the Customer.

- ii. "Secure MPIN" means the MPIN Authentication Code used to confirm and authorize the ICTPAY and/or JDTPAY transactions effected by the Customer. The Secure MPIN is generated from the Customer's Device upon successful verifications which corresponds to the confirmed transaction details.
- jj. "Terms and Conditions" means these Terms and Conditions governing the use of the e-Wallet Service.
- kk. "Transaction Alert" means the notification to the Customer on transaction(s) performed vide the e-Wallet Service via Push Notification service.
- ll. "User ID" means the identification access code issued by ICT-FNX for the Customer's first time login to the e-Wallet Service and thereafter chosen by the Customer which must be keyed in by the Customer in order for the e-Wallet Service system to associate the User ID with the Customer's user profile and Registered Prepaid Account.
- mm. "Website" means <https://www.ictcommerce.net> or any other address as shall be determined and notified by ICT-FNX from time to time.

- 2.2 Words importing the singular shall include the plural and vice versa.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the information technology industry in Malaysia.
- 2.5 Where there are two (2) or more persons or parties comprised in the expression "the Customer", the agreements, covenants, stipulations, undertakings, Terms and Conditions expressed to be made by and on the part of the Customer herein shall be treated and understood as made by or binding upon such persons or parties jointly and severally.

### **3. THE AGREEMENT**

- 3.1 The Terms and Conditions herein and all supplements, amendments and variations thereto shall collectively constitute the agreement between the Customer and ICT-FNX (“the Agreement”).
- 3.2 The Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to the Registered Prepaid Account.
- 3.3 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the relevant Registered Prepaid Account, the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 3.4 In addition to the above, these Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to DuitNow.
- 3.5 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the DuitNow, the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 3.6 The rights to this Agreement may be transferred in part or in full to any company affiliated to ICT-FNX. The Customer’s rights or obligation under this Agreement may not be transferred to other entity or person.
- 3.7 Use by the Customer of the e-Wallet Service at any time, shall indicate to ICT-FNX the Customer's acceptance and agreement to be bound by these Terms and Conditions.
- 3.8 In the event of any conflict in the interpretation of this Terms and Conditions, the English version shall prevail.

### **4. PURPOSE OF THE E-WALLET SERVICE**

- 4.1 The e-Wallet Service is provided to the Customer as a mechanism which will enable access to the financial services offered by ICT-FNX.
- 4.2 The financial services available through the e-Wallet Service are provided by ICT-FNX and may include products offered by ICT Commerce Sdn-Bhd service providers, business partners and affiliates.

- 4.3 The e-Wallet Service is made available to the Customer strictly on an “as is” basis, and no warranty is made in relation to the e-Wallet Service, including any warranty in relation to its fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded.

In addition, the Customer agrees that ICT-FNX cannot ensure that the Software will be compatible or may be used in conjunction with the Device and the Customer agrees that the Customer shall not hold ICT-FNX liable for any such incompatibility or for any loss or damage to the Device which may be caused by the Software or the installation process.

## 5. ACCESS AND USE OF THE E-WALLET SERVICE

- 5.1 Application for subscription to the E-Wallet Service shall be subject to the Customer applying for a physical prepaid card and maintaining a valid Registered Prepaid Account with ICT-FNX and further subject to such eligibility criteria that ICT-FNX shall stipulate as follows:

### 5.1.1 Registration of NEW Cardholder Applicants

NEW Cardholder Applicants are required to submit their Full Name, Date of Birth, Nationality, Mobile Number, Email Address, NRIC Number/Passport Number/Armed Forces Number, Residential Address, Mailing Address, Employment Details and other mandatory information for ICT-FNX to process and to create a new Registered Prepaid Account.

### 5.1.2 Registration of Customers Mobile Device

Upon approval of the Customer’s cardholder application to subscribe to the E-Wallet Service, the Customer is required to key in a registered User ID and mobile number that matches the cardholder application form submitted for approval. The Customer is also required to create a strong password to complete the verification process. Failing to register for a new cardholder Prepaid Account and to validate a registered mobile device will result in the Customer not being able to login to access the E-Wallet Service available on the ICTPAY and/or JDTPAY mobile application.

- 5.2 Once successfully registered, the Customer may proceed to log in to the E-Wallet Service using the new User ID and Password.

- 5.3 The Customer may change his Password at any time by clicking on the 'Forgot Password' link available.
- 5.4 The Customer shall not disclose the Password to any person and must take all precautions and security measures to prevent unauthorized and fraudulent use of the Customer's User ID and/or Password and the E-Wallet Service by the use thereof.
- 5.5 The Customer shall immediately notify his Registered Prepaid Account holding branch or ICT-FNX at the address stated in Clause 31 below in writing in the event there is any change to his handphone number and/or the User ID and/or if his Password has been compromised in any manner whatsoever.
- 5.6 If the Customer has forgotten his Password, the Customer may reset his Password by clicking on the 'Forgot Password' hyperlink available at the ICTPAY and/or JDTPAY login screen.
- 5.7 Access by the Customer to the E-Wallet Service shall be activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the User ID and Password and the use of OTP PIN/ Secure MPIN/Secure OTP PIN, as the case may be.



- 5.8 The Customer further represents, and warrants that all information and instruction forwarded to ICT-FNX through the E-Wallet Service is correct, validly issued and legally binding on the Customer.
- 5.9 ICT-FNX and/or third-party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided in connection with the Customer's User ID and Password and the use of OTP PIN/Secure MPIN/Secure OTP PIN as if the Customer had transacted it and/or provided the information. ICT-FNX shall not be liable for any loss or damage which the Customer and/or any third party may incur.
- 5.10 The Customer is advised to login to the E-Wallet Service, as the case may be, on a regular basis to ensure his Registered Prepaid Account balances and transactions performed are in order. Any irregularities or inconsistencies in his Registered Prepaid Account balances or transaction history are to be notified to ICT-FNX immediately.
- 5.11 The Customer agrees that instructions or transactions received by ICT-FNX are irreversible when received, completed or relied upon by ICT-FNX. Instructions received by ICT-FNX during Business Hours where practicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as ICT-FNX may determine having regard to the general practice of bankers.
- 5.12 ICT-FNX may refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with ICT-FNX's policy or any law or any rules or regulations to which ICT-FNX is subject to or for any other reason.
- 5.13 The Customer acknowledges that the E-Wallet Service is dependent on the connectivity and services provided by the Network Service Providers and intermediaries engaged by ICT-FNX. ICT-FNX shall not be liable for non-delivery or delayed delivery of SMS alerts/transaction alerts/push notifications, payments, error, loss or distortion in transmission of information and instructions to/from the Customer.
- 5.14 The Customer acknowledges that he/she must not use the E-Wallet Service on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been freed from the limitation imposed on the original software by the phone manufacturer or the operating system proprietary owner otherwise called "jail-broken" or "rooted".
- 5.15 The Customer understands that he/she must download the ICTPAY and/or JDTPAY application from the Apple App Store or Google Play Store and shall not install the Mobile Application through a third party or services which is not offered by their mobile devices operating system.

- 5.16 The Customer further acknowledges that he/she must not use the E-Wallet Service in an environment which may jeopardize the E-Wallet Service's security features, function or the Customer's credentials.

## **6. DISCLAIMERS**

- 6.1 ICT-FNX has taken reasonable care to ensure the accuracy of information, materials and content given directly and exclusively by ICT-FNX. Notwithstanding the same, the information, materials and contents provided by ICT-FNX and third-party service providers on ICT-FNX's website or the ICTPAY and/or JDTPAY application are provided on an "as is" basis and are of a general nature and shall be subject to the Customer's obligation to take other independent legal or financial advice as the Customer shall deem necessary.
- 6.2 ICT-FNX, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality of the services or the merchantability or fitness for purpose of products of any third-party service provider transacted through the E-Wallet Service.
- 6.3 Neither ICT-FNX nor any other parties involved in the creation, production, or delivery of the E-Wallet Service assumes any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by ICT-FNX, its agents or ICT-FNX's employees shall create a warranty or in any way increase the scope of this warranty and the Customer shall not rely on any such information or advice.
- 6.4 ICT-FNX shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using any services offered.

## **7. DUITNOW QR SERVICE**

- 7.1 The DuitNow QR is a service offered within ICTPAY and/or JDTPAY mobile application and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions Governing ICT-FNX E-Wallet Service. These Terms apply to and regulate the Customer's use of the DuitNow QR Service offered by ICT-FNX. The DuitNow QR Service allows ICT-FNX to transfer an amount specified by the Customer from the Customer Registered Prepaid Account to a Merchant or Recipient(s) Registered Prepaid Account via the Merchant or Recipient's QR.
- 7.2 If the Customer wishes to send funds via DuitNow QR, the Customer must first download and install the ICTPAY and/or JDTPAY Mobile Application on the Customer's Mobile Devices and select an Registered Prepaid Account to be used by ICT-FNX for deduction of funds for payments made via DuitNow QR.

- 7.3 The Customer is responsible for ensuring that the transaction amount keyed-in or displayed on the Customer's Mobile Application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be accepted by ICT-FNX to be correct upon the Customer's confirmation of the transaction. ICT-FNX is under no obligation whatsoever to verify that the amount paid by ICT-FNX matches with the Recipient's amount.
- 7.4 ICT-FNX will notify the Customer on the status of each successful, failed or rejected DuitNow QR transaction via any of ICT-FNX's available communication channels chosen by the Customer.
- 7.5 The Customer acknowledges and agrees ICT-FNX shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds. ICT-FNX shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 7.6 Pursuant to Clause 7.5 above, the Customer agrees that once a DuitNow QR transaction is confirmed, it will be irrevocable and ICT-FNX will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

## **8. RECOVERY OF FUNDS**

- 8.1 The Customer has rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorized or fraudulent DuitNow QR transactions made from the Customer's Registered Prepaid Account.

## **9. ERRONEOUS/MISTAKEN DUITNOW QR TRANSACTION**

- 9.1 If the Customer has made an erroneous DuitNow QR transaction, the Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and ICT-FNX will work with the affected Merchant or Recipient's bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:
- 9.1.1 The funds were actually wrongly credited into the affected Recipient's Registered Prepaid Account;
- 9.1.2 The balances in the affected Merchant or Recipient's Registered Prepaid Account is sufficient to cover the funds that were wrongly credited;
- 9.1.2.1 If the balances in the effected Recipient's Registered Prepaid Account is not sufficient to cover the wrongly credited amount, the wrongly credited amount may not be fully recoverable.

9.2 If the Customer has made an erroneous DuitNow QR transaction, and requests for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made ICT-FNX will work with the affected Merchant or Recipient's bank to return the funds to the Customer subject to the following:

9.2.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;

9.2.2 Deliver notifications to the affected Merchant or Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchant or Recipients' Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidences that the affected Merchant or Recipient is entitled to the funds in question.

After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish its/his entitlement to the funds, the affected Merchant or Recipient's bank shall debit the affected Merchant or Recipients' Account and remit the funds back to ICT-FNX.

9.3 If the Customer has made an erroneous DuitNow QR transaction, and requests for recovery of funds after seven (7) months from the date the Erroneous Transaction was made ICT-FNX will work with the affected Merchant or Recipient's bank to return the said funds to the Customer subject to the following:

9.3.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Recipient;

9.3.2 The affected Merchant or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent within ten (10) Business Days; and

9.3.3 Once consent is obtained, the affected Merchant or Recipient's bank shall debit the affected Recipient's Account and remit the funds back to the Customer within one (1) Business Day.

## **10. UNAUTHORISED OR FRAUDULENT DUITNOW QR TRANSACTION**

10.1 For DuitNow QR transactions which were not authorized by the Customer or which are fraudulent, ICT-FNX will, upon receiving a report from the Customer alleging that an unauthorized or fraudulent DuitNow QR transaction was made, remit the funds back to the Customer provided the following conditions are met:

10.1.1 ICT-FNX shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorized or fraudulent payment did occur;

- 10.1.2 If ICT-FNX is satisfied that the unauthorized or fraudulent payment Instruction did indeed occur and was not caused by the Customer, ICT-FNX shall initiate a reversal process whereby all debit posted to the Customer's account arising from the unauthorized or fraudulent Payment Instruction would be reversed.

## 11. LIABILITY AND INDEMNITY

- 11.1 The Customer acknowledges and agrees that, unless expressly prohibited by law, ICT-FNX and the DuitNow QR Operator shall not be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR Service offered by ICT-FNX arising from:
  - 11.1.1 The Customer's negligence, misconduct or breach of any of these Terms;
  - 11.1.2 Insufficient funds in the Customer's Registered Prepaid Account for ICT-FNX to process the DuitNow QR transaction;
  - 11.1.3 Where the Customer has exceeded ICT-FNX's daily transfer limit;
  - 11.1.4 Any payment instruction given or purported to be given by the Customer;
  - 11.1.5 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
  - 11.1.6 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of ICT-FNX and the DuitNow QR Operator; or
  - 11.1.7 The suspension, termination or discontinuance of the DuitNow QR Service.
- 11.2 The Customer shall indemnify and hold ICT-FNX, ICT-FNX's affiliates, and the DuitNow QR Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, resulting from any negligence and/or fraudulent act which result from the act or conduct of the Customer.
- 11.3 ICT-FNX reserve the right to revise the charges for the use of the DuitNow QR Service, upon written notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow QR Service after such notification, the Customer shall be treated to have agreed to and accepted such revisions to such charges.

- 11.4 The Customer acknowledges that ICT-FNX may terminate the Customer's use of the DuitNow QR Service with ICT-FNX for any reason, at any time and with prior notice that shall be determined by ICT-FNX from time to time.
- 11.5 The Customer acknowledges that ICT-FNX has the right to change, restrict, vary, suspend or modify these Terms by providing the Customer with twenty-one (21) days notice in such manner as ICT-FNX thinks fit.
- 11.6 The Customer consents to the collection, use and disclosure of the Customer's personal data (including contact details) by ICT-FNX, ICT-FNX's affiliates, ICT-FNX's service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.

## **12. AVAILABILITY OF SERVICES**

- 12.1 The E-Wallet Service is intended to be available twenty-four (24) hours daily, including on holidays. However, the Customer acknowledges that at certain times the services may not be accessible due to system maintenance or other reasons or causes which are beyond the control of ICT-FNX. The Customer acknowledges that notwithstanding any provisions herein ICT-FNX does not warrant that the services will be available at all times without interruption.
- 12.2 In the event that any or all of the E-Wallet Service are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to the automated teller machine or at a branch of ICT-FNX, to issue such instructions as shall be desired by the Customer at the material time.

## **13. AVAILABILITY OF FUNDS**

- 13.1 The Customer agrees and accepts that ICT-FNX is entitled to set such limits and conditions to all the transactions performed by the Customer through the E-Wallet Service. The Customer further agrees and accepts that the Customer's transactions inclusive of funds transfers (except as provided in Clause 15 below) is limited to such maximum daily limit that may be imposed by ICT-FNX. The Customer shall ensure that the limit shall be observed.
- 13.2 Subject always to ICT-FNX's right of set-off as herein referred ICT-FNX shall not be obliged to execute or give effect to any instructions given or transactions performed by the Customer unless the Customer's Registered Prepaid Account has sufficient available funds. ICT-FNX's right of set-off may be exercised by ICT-FNX and any transactions performed and/or instructions given by the Customer may be performed in such order as ICT-FNX thinks fit.

- 13.3 In the event the Customer's Registered Prepaid Account is overdrawn for any reason whatsoever including the exercise by ICT-FNX of its right of set-off or as a result of ICT-FNX executing the Customer's instructions, the Customer shall on demand pay to ICT-FNX the amount of moneys so overdrawn with interest/profit thereon at such rate of interest/profit as ICT-FNX determines and until such payment, the Customer shall abstain from performing any transaction in the Customer's Registered Prepaid Account through the E-Wallet Service or through any other channel.
- 13.4 ICT-FNX does not warrant or represent that the information including details of the Customer's Registered Prepaid Account as relayed through the E-Wallet Service is a true and accurate representation or conclusive evidence of the state of the Customer's Registered Prepaid Account. The Customer understands and agrees that details of the Customer's Registered Prepaid Account as relayed above may not be current or up to date as there may be transactions performed and/or instructions given by the Customer pending processing by ICT-FNX at the material time.
- 13.5 A Statement of Customer's Registered Prepaid Account duly certified by an authorized officer of ICT-FNX shall be final and conclusive and shall be binding on the Customer as evidence of all transactions carried out on the Customer's instructions.

#### **14. PAYMENT (INCLUDING PREPAID TOP-UP AND DUITNOW QR)**

- 14.1 ICT-FNX may at any time, withdraw any Payee Corporation from ICT-FNX's list of Payee Corporations. The Customer agrees that ICT-FNX shall not be liable for any loss or damage which the Customer may suffer as a result of ICT-FNX's actions.
- 14.2 The Customer shall adhere to the Terms and Conditions of each Payee Corporation with regard to settling of the respective bills.
- 14.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.
- 14.4 The Customer agrees and accepts that the limit for such services is limited as provided in Clause 13 above.
- 14.5 The Customer acknowledges and consents that where the E-Wallet Service is used to effect bill payments to the Payee Corporations, the information provided by the Customer to effect the said payment will be disclosed to the Payee Corporation for purposes of affecting the Customer's payment. The Customer's consent for disclosure of information to the Payee Corporation will be stored and will remain valid until revoked by the Customer.

14.6 The Customer acknowledges that the Customer can revoke his consent referred to above at any time. In the event that the Customer revokes his consent for disclosure of information to the Payee Corporation as stated above, the Customer agrees that ICT-FNX will no longer be able to effect his payment to the Payee Corporation in question and the Customer undertakes to make alternative arrangements to effect payment to the Payee Corporation, where necessary. The Customer hereby agrees that he shall not hold ICT-FNX liable for acting on the Customer's instructions revoking his consent as aforesaid.

**15. FUND TRANSFER (INCLUDING TRANSFER FROM BANK TO REGISTERED PREPAID ACCOUNT AND DUITNOW)**

15.1 Transactions of fund transfers where the Customer is transferring funds between the Customer's Registered Prepaid Account maintained with ICT-FNX, such transfer is subject to a maximum daily limit as stipulated in Clause 13 above.

15.2 Fund Transfer instructions where the Customer is transferring funds from a third-party bank account to their E-Wallet Service and Customer's Registered Prepaid Account maintained with ICT-FNX or any account with any other bank, such transfer shall be subject to such maximum daily limit and conditions as are imposed and/or revised by ICT-FNX or relevant authorities.

15.3 Where the Customer transfers funds from a third party bank account ("the payee") as aforesaid in Clause 15.2 above, the Customer hereby confirms to ICT-FNX that the Customer has obtained the payee's consent and approval to disclose to ICT-FNX the payee's mobile phone number and/or e-mail address, which mobile phone number and/or e-mail will be used by ICT-FNX as instructed by the Customer to notify the payee that the payee's account has been credited or a fund transfer has been effected to the payee's account.

**16. EXCLUSION OF LIABILITY**

16.1 In addition to and not in derogation of express provisions in the Terms and Conditions herein, ICT-FNX shall not be responsible or liable for any damage (whether special or consequential), loss, embarrassment, goodwill expenses or loss of profit incurred or suffered by the Customer by reason of or in connection with the followings:

16.1.1 The Customer's use of the E-Wallet Service;

16.1.2 The E-Wallet Service not being available;

16.1.3 Access, use or inability to access or use the E-Wallet Service and/or any other website linked to the E-Wallet Service;

16.1.4 Any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Bank or its agents;



- 16.1.5 Attack or interference by any computer virus, corruption, worms or by any person;
- 16.1.6 Any failure or delay attributable to services provided by any Network Service Provider;
- 16.1.7 Failure or delay in the execution of any of ICT-FNX's obligations due to any cause beyond the control of ICT-FNX including but not limited to governmental directive of Malaysia or any other country, pandemic or causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides of Acts of God or computer, electronic, communications or electrical system failures of any nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
- 16.1.8 Any inaccuracies, errors, defects of any content of the E-Wallet Service or other website linked to the E-Wallet Service;
- 16.1.9 Any operation malfunction or defect of the Customer's Device, systems or software used in accessing the E-Wallet Service;
- 16.1.10 Any omission, delay in performance or non-performance of the Customer's obligations under the provisions of the Terms and Conditions;
- 16.1.11 ICT-FNX acting on instruction transmitted with the use of the Customer's User ID and Password;
- 16.1.12 The access of any site linked to the E-Wallet Service.

## **17. COPYRIGHT AND TRADEMARK**

- 17.1 Unless otherwise indicated, all copyrights, trademarks/service marks, patents, logos and other intellectual property rights of ICT-FNX or others in the E-Wallet Service, and contents whereof and in the E-Wallet Service (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in ICT Commerce Sdn Bhd, or the relevant third party proprietor as the case may be. No part or parts of the E-Wallet Service, may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorized person of ICT Commerce Sdn Bhd or the relevant third party proprietor as the case may be.

The insertion of a link to the E-Wallet Service on any other website, frame or "mirror" any content of the E-Wallet Service on another website or server is prohibited unless with the prior express written consent of an authorized person of ICT Commerce Sdn Bhd or the relevant third party proprietor, as the case may be.

17.2 ICT-FNX may display and use external parties logo for the purpose of promoting ICT-FNX's own services and/or products.

17.3 The Customer understands that the E-Wallet Service, or ICT-FNX's website shall not be used for any purpose which is unlawful, abusive, libelous, obscene, or threatening nor shall it be used in contravention of any law or regulatory requirements.

## 18. **LINKS**

18.1 The Customer understands that ICT-FNX may include hyperlinks from or to the e- Banking Service that are owned or operated by third parties not under the control of ICT-FNX.

18.2 By providing hyperlinks within the E-Wallet Service, ICT-FNX does not endorse and is not responsible for any linked website and disclaims any liability for the privacy practices or the content of these linked websites. The Customer understands and acknowledges the necessity to review the intended link's Terms and Conditions, policy and any other corresponding documents to understand the effect of the third-party content or services prior to its usage.

18.3 Any person who links to the E-Wallet Service without the express written consent of the authorized person of ICT Commerce Sdn Bhd shall be liable for any claim arising out of such unauthorized linking.

## 19. **BANK CHARGES**

19.1 The Customer hereby agrees and undertakes to pay to ICT-FNX all such service or transaction charges which ICT-FNX may impose in respect of or in connection with the E-Wallet Service, and such service or transaction charges shall be debited from the Customer's bank account as and when the same is incurred. All such service fees or transactional charges payable shall be inclusive of applicable tax(es).

## 20. **RIGHT OF SET-OFF**

20.1 The Customer hereby agrees that ICT-FNX may at any time with seven (7) calendar days prior written notice recover from the Customer by way of set-off any monies owing to ICT-FNX as a result of or incidental to the transactions executed through the E-Wallet Service.

## 21. EQUIPMENT AND NETWORK ACCESS

- 21.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the Device or other telecommunication equipment and software ("the Equipment") necessary for the Customer to access the Internet and to the E-Wallet Service. The Equipment shall be in accordance with the specifications, if any, prescribed by ICT-FNX.
- 21.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

## 22. DISCLOSURE

- 22.1 In order to provide the Customer with the wide range of financial products and services offered by ICT-FNX on the Internet, it is necessary for information about the Customer to be made known or available through the Internet to each company in the ICT-FNX Group and to the ICT-FNX Group's agents, suppliers, vendors and service companies that provide support or services for ICT-FNX's products and services. Customer's information will not be provided to third parties for purposes other than the above and only such information as is required will be provided.
- 22.2 If the Customer does not agree to ICT-FNX revealing or divulging the information provided by the Customer within the ICT-FNX Group and to the ICT-FNX Group's agents, suppliers, vendors and service companies, the Customer shall write in to ICT-FNX at the address below:

**ICT Commerce Sdn. Bhd. [1225658-H]**  
No. 1-3R, 3rd Floor, Block A, Jalan Maju  
3/1, Taman Lembah Maju, 56100 Kuala  
Lumpur, Malaysia.

email address: [support@ictcommerce.net](mailto:support@ictcommerce.net)

- 22.3 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.
- 22.4 Whilst ICT-FNX is committed to take reasonable care and use its best endeavors to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the Internet.

## 23. TERMINATION

- 23.1 Notwithstanding anything herein to the contrary, ICT-FNX may suspend or terminate the Customer's right of access to the E-Wallet Service or any portion thereof notice.

- 23.2 ICT-FNX is entitled to terminate the Customer's rights of access to the E-Wallet Service should the Customer cease to maintain any Registered Prepaid Account with ICT-FNX which can be accessed via the E-Wallet Service or should the Customer's access to such Registered Prepaid Account be restricted by ICT-FNX or any other party for any reason.
- 23.3 The Customer may terminate the Customer's use of and access to the E-Wallet Service by giving prior written notice to ICT-FNX. The E-Wallet Service to the Customer will be cancelled within seven (7) days from the date of ICT-FNX's receipt of the said notice of termination. The Customer hereby agrees not to use the E-Wallet Service with effect from the date of the Customer's termination notice and further agrees that ICT-FNX shall not be obliged to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.
- 23.4 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by ICT-FNX on the Customer's behalf.

#### 24. **EVIDENCE**

- 24.1 All records kept by ICT-FNX in whatever form, shall be final and conclusive evidence against the Customer of the contents of the Instructions.
- 24.2 The Customer agrees that all Instructions transmitted by the Device or otherwise issued by the Customer, in electronic form:
- 24.2.1 Are written documents, and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document; and
  - 24.2.2 Are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

24.3 The Customer acknowledges and agrees that ICT-FNX's records and any records of any Instructions made or performed, processed or effected through the E-Wallet Service by the Customer or any person purporting to be the Customer, or any record of transactions relating to the E-Wallet Service and any record of any transactions maintained or by any relevant person authorized by ICT-FNX relating to or connected with the E-Wallet Service whether stored in electronic or printed form, shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and the Customer's liability to ICT-FNX. The Customer hereby agrees that all such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system.

## **25. ELECTRONIC TAX/PAYMENT INVOICE**

25.1 Where the Customer has agreed to receive a tax/payment invoice electronically, the Customer confirms that the Customer shall retain such documents in readable and encrypted form for a period of seven (7) years from the date of the supply or for such other period as may be prescribed by the Director General of Customs and Exercise or by law. The Customer further acknowledges and agrees that the Customer shall have access to the necessary codes or other means to enable Customs auditors or such other authorized persons to compare the documents in readable form with those in encrypted form. The Customer agrees that where ICT-FNX has made available a tax/payment invoice online or electronically ICT-FNX will not issue a tax/payment invoice in paper form.

## **26. CUSTOMER'S DUTY OF CONFIDENTIALITY**

26.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon ICT Commerce Sdn Bhd under the Financial Services Act 2013, as the case may be, and undertakes not to do or cause to be done any act or omission which may cause ICT Commerce Sdn Bhd to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.

26.2 In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. The Customer agrees to delete such material or data and further agrees to notify ICT-FNX by telephone immediately.

## 27. INDEMNITY

- 27.1 The Customer agrees to indemnify and keep ICT-FNX fully indemnified against any and/or all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind whatsoever which may be imposed on, incurred by or asserted against ICT-FNX in respect of any statement, representation, communication, act and/or omission in any way relating to or arising out of the negligence of or willful misconduct of or breach of or any omission, delay, default or failure of the Customer's obligations under the Terms and Conditions as provided herein or howsoever caused by the Customer and/or any of its officers or employees in the performance of its obligations under the Terms and Conditions.
- 27.2 The Customer further agrees that ICT-FNX shall not be liable to the Customer for and with respect to any third party (including but not limited to the payee referred to in Clause 15.3 above) claim and the Customer shall indemnify and hold ICT-FNX harmless from and against any liability, claim, loss, damage or expense of any kind (including strict liability in tort) relating to or arising out of third party rights or the payee as aforementioned and the infringement thereof.
- 27.3 The Customer undertakes to indemnify ICT-FNX for any breach of secrecy and any consequences arising therefrom, which shall include any unauthorized or unlawful access to the information by any third party employing any means whatsoever.
- 27.4 ICT-FNX shall not be responsible for fraudulent or unauthorized instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer unless arising through the negligence or willful default of ICT-FNX.
- 27.5 The Customer's obligations herein shall survive the termination of any of the services to the Customer by either party.

## 28. WAIVER

- 28.1 No failure or delay on the part of ICT-FNX in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

## 29. SEVERABILITY

- 29.1 If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

### 30. CHANGE OF TERMS AND CONDITIONS

30.1 ICT-FNX reserves the right to change, amend, delete or add to any of these Terms and Conditions with at least twenty-one (21) calendar days prior notice by placing a push notification to the E-Wallet Service, as the case may be, displaying the notice at ICT-FNX's website or ICT-FNX's premises or sending the notice to the Customer at the Customer's last known address in ICT-FNX's records. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to ICT-FNX's website and use of the services thereafter shall constitute the Customer's acceptance to the change, amendment, deletion or addition.

### 31. NOTICES

31.1 The Customer hereby consents to all notices and other communications which concern the E-Wallet Service or are required under the Terms and Conditions or may be given by ICT-FNX in any one of the following manners:

- 31.1.1 By ordinary post to the Customer's last known address in ICT-FNX's records and such notification shall be received two (2) days after posting;
- 31.1.2 By electronic mail to the Customer's last known e-mail address in ICT-FNX's records and such notification shall be agreed as received twenty-four (24) hours after sending;
- 31.1.3 By display in ICT-FNX's business premises and such notification shall be effective upon such display;
- 31.1.4 By way of advertisement in one insertion in any national newspaper and such notification shall be effective on the date of publication of the advertisement in any such newspaper;
- 31.1.5 By inserting a notice in ICT-FNX's Statement of Customer's Registered Prepaid Account to the Customer and such notification shall be effective two (2) days after the date of posting of the notice contained in the Statement of Customer's Registered Prepaid Account to the Customer;
- 31.1.6 Broadcasting a message on ICT-FNX's Digital Channel such as SMS, email or ICTPAY and/or JDTPAY mobile application; and /or
- 31.1.7 If notified to the Customer in any other manner by ICT-FNX.

- 31.2 All notices to ICT-FNX concerning the E-Wallet Service and the Terms and Conditions shall be in writing, signed by the Customer and shall be sent to ICT-FNX at the following address or delivered or transmitted or by such other way as ICT-FNX may notify the Customer:

**ICT Commerce Sdn. Bhd. [1225658-H]**  
No. 1-3R, 3rd Floor, Block A, Jalan Maju  
3/1, Taman Lembah Maju, 56100 Kuala  
Lumpur, Malaysia.

email address: [support@ictcommerce.net](mailto:support@ictcommerce.net)

## 32. LAW AND JURISDICTION

- 32.1 The use of the E-Wallet Service and the Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia notwithstanding that the E-Wallet Service may be accessed in other jurisdictions and not restricted to Malaysia.
- 32.2 The use of the E-Wallet Service outside of Malaysia is subject to the Financial Services Act 2013, as the case may be, and the Foreign Exchange Administration Rules, any fiscal or exchange control requirements or regulations operating in the country where the transaction is effected or requested.
- 32.3 The maximum amount of a transaction and the purpose for which it is effected may be determined by Central Bank of Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 32.4 The Customer hereby agrees that the Customer shall be solely responsible for the compliance with all laws applicable to the Customer in the Customer's jurisdiction in respect of the use of the E-Wallet Service.

## 33. SUCCESSORS BOUND

- 33.1 The Terms and Conditions herein shall be binding upon the heirs, personal representatives, executors and successors in title of the Customer and on the successors in title and assigns of ICT-FNX or on any company by which the business of ICT-FNX may for the time being be carried on, and the Customer shall not be entitled to assign any of the Customer's rights or obligations under the Terms and Conditions herein unless with the express prior written consent of ICT-FNX.



#### 34. FRAUD/UNAUTHORISED INSTRUCTIONS/SECURITY BREACH

34.1 The Customer hereby acknowledges that ICT-FNX shall not be responsible for any fraudulent or unauthorized instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:

- The Customer has acted fraudulently; and/or
- The Customer failed to carry out the following obligations:
  - (i) To safeguard the Customer's sensitive personal banking information such as the Customer's ID, password and OTP PIN/Secure MPIN/ Secure OTP PIN by disclosing it verbally or in writing to a third party;
  - (ii) To take responsible preventive steps to update and protect the Customer's Device and smart devices to ensure that they are malware/virus free;
  - (iii) To take responsible steps to ensure that the Customer changes the Customer's password, checks his banking information and balances periodically and to keep his sensitive banking information and security devices and the Device secure at all times;
  - (iv) To report a breach or a suspected compromise of security as soon as possible (within 24 hours) regardless of the Customer's location after becoming aware of the breach or loss, either verbally or in writing to ICT-FNX's customer support officers or any of ICT-FNX's branches;
  - (v) To furnish ICT-FNX with an official Malaysian police report as soon as possible after reporting the breach of security to ICT-FNX; and/or
  - (vi) To provide ICT-FNX with the following information, either verbally or in writing, with respect to the disputed transaction(s): Customer's name, the affected Registered Prepaid Account, the date and amount of the disputed transaction and reason why the Customer believes that it is a disputed transaction.

34.2 ICT-FNX shall work with the relevant authorities and reserves the right to institute legal action against the Customer who delays, obstructs and/or withholds vital information from ICT-FNX, publishes false claims on traditional or social media and/or lodges false police reports with respect to any transaction performed or purported to be performed through the E-Wallet Service.

**35. ICT-FNX'S ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

35.1 ICT-FNX has implemented its Anti-Bribery and Anti-Corruption Policy which adopts a “zero-tolerance approach” towards any form of bribery and corruption in conducting its business. For more information, the Customer is advised to visit ICT-FNX’s website <https://www.ictcommerce.net> for further updates on our anti-corruption policy. ICT-FNX reserves the right to terminate this Agreement forthwith in the event the Customer or any of its officers or agents are found to be involved in any acts of bribery or corrupt practices.

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