

## TERMS AND CONDITIONS GOVERNING USE OF APPLICATION

Effective Date: 11<sup>th</sup> December 2023

These terms and conditions (“Terms”), as may be amended from time to time, sets out the terms and conditions that govern the relationship between the MY TouristPay App (“App”) owned by PayNet and operated by Finexus Cards Sdn Bhd, Company No. 200501024587 (706720-U) (“Finexus”, “us”, “we” or “our”) and the user of the App (“you” or “your”). Additionally, these Terms define the services extended to you by us. We agree to provide you with the Services that you have applied for, and for which we have approved your application.

### 1. Acceptance

1.1. The Services are made available by Finexus to you and its sole and absolute discretion by using the Services upon activation of account via MY TouristPay app (“App”) including, but not limited to, performing any Transaction or purchasing any product and/or services, you unconditionally: -

- i) Acknowledge that you have read and fully understood these Terms and agree to be bound by these Terms and any other terms and conditions which may be updated from time to time, where applicable;
- ii) Consent to Finexus using and processing your personal information and data in accordance with Finexus’ Privacy Policy.

1.2. The App is intended for your personal use only. Any person that you allow to access the Service using your Account shall also be bound by these Terms. If you do not accept these Terms, please do not continue with the registration process or use of this Service.

### 2. Definitions

2.1. For the purpose of these Terms, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

<p>“Account”</p>	<p>Means the payment services linked to your profile that is accessible from the device that you have registered with MY TouristPay.</p>
<p>“Business Day”</p>	<p>Means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur, Malaysia.</p>
<p>“card”</p>	<p>Means a foreign/non-Malaysian Mastercard/VISA credit card, debit card or prepaid card that customers add into the App as a source of fund.</p>
<p>“Content”</p>	<p>Means all information, linked pages features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, tools or other materials made available on or through the App;</p>
<p>“Data Privacy Policy”</p>	<p>means Finexus data privacy policy available on our website  <a href="http://mytouristpay.com/policy.html">http://mytouristpay.com/policy.html</a>  or through the App.</p>
<p>“DuitNow National QR Code Standard”</p>	<p>DuitNow National Quick Response Code Standard specification developed and managed by PayNet.</p>
<p>“DuitNow QR” or “DuitNow QR service”</p>	<p>means a service offered by PayNet, which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code, which complies with DuitNow National QR Standard.</p>

<p>“DuitNow QR Owner &amp; Operator”</p>	<p>means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D]).</p>
<p>“Dynamic QR”</p>	<p>Means a QR Code that is generated on-demand where the information encoded within the QR Code can be changed whenever a new QR Code is generated and is usually with an expiry period.</p>
<p>“Force Majeure events”</p>	<p>Means a circumstance, situation that is beyond a party’s control, albeit the party has taken all reasonable steps to guard or mitigate the occurrence or consequence of such circumstance or situation, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Any flood, storm, earthquake or natural calamity;</li> <li>b. Any war, terrorism, strike, revolution, riot or civil commotion;</li> <li>c. Any labour strike (whether or not involving employees of Finexus), lockout or industrial action;</li> <li>d. Any system or computer malfunction damage, sabotage, fluctuations, failures in power supply or telecommunication networks, destruction, failure, disruption or interruption however caused or third-party interference</li> </ul>

	<p>(including system hacking, virus, malware attack);</p> <p>e. Any failure or delay in a party's performance of the obligations under the Terms arising out of or caused by a pandemic, epidemic or directions or restrictions by any Regulatory Authority in relation to a pandemic or epidemic; or</p> <p>f. Any other event beyond the reasonable control of a party.</p>
"Intellectual Property"	<p>means all copyrights, trademarks, service marks, brand names, logos, copyrighted information and other intellectual properties belong to Finexus and/or the corresponding owners respectively.</p>
"Laws"	<p>means:</p> <p>a. Any statute, statutory instrument or any other legislative instrument having the force of law in Malaysia;</p> <p>b. Any applicable judgement of a relevant court of law or court of competence jurisdiction; and</p> <p>c. Any requirements from Regulatory Authority.</p>
"Merchant"	<p>means individuals, businesses including sole proprietors, partnerships and companies</p>

	registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar legal entities.
“PayNet”	means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D]).
“Personal Data”	means any information in respect of commercial transactions that relate directly or indirectly to a customer, who is identified or identifiable from that information which includes, but not limited to, the customer’s name, address, identification card number, passport number, banking information, email address and contact details or other information as defined under the Personal Data Protection Act 2010.
“PDPA 2010”	means the Personal Data Protection Act 2010 of Malaysia.
“Regulatory Authority”	Means any entity having regulatory or supervisory authority over any part of the Services provided under the Terms including Bank Negara Malaysia and/or any other governmental authority, tax authority, enforcement agency.
“QR Code”	means a two-dimensional barcode that can be read using the camera of a smartphone

	or mobile device that is equipped with QR reader.
“Static QR”	means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.
“Submission”	Means any material, information or idea you provided to Finexus by any means.

### 3. Account Opening

3.1. To open an account with Finexus or use the Services of Finexus, you:

3.1.1. shall meet such requirements that we may specify from time to time, either in general or in relation to specific Service provide by us.

3.1.2. agree to provide us with any document or information that we may request from you in such form and manner required from time to time.

3.1.3. acknowledge and agree that we would need to carry out due diligence / background check on you. By signing up for the Services, you agree to sign such declarations, do such acts and/or provide such documents requested by us for this purpose within the required time frame, and if you failed or reluctant to do so, this may result in us not to onboard you as a customer for the Services.

3.1.4. Agree that we are authorised to verify and/or conduct any checks and/or obtain any information/confirmation at any time during account opening or in the future, by any means as we consider appropriate and to provide to the regulatory authority with the required information requested to enable us to ascertain your status for the consideration for account opening and thereafter the use and continue maintenance of the account, recover of debts owing under the account, any purpose related or in connection with your account, and/or for any other purpose that is required or permitted by any law, regulations, guidelines issued by the relevant regulatory authority.

3.1.5. We reserve the right to reject and decline your application for the account opening at our sole discretion without assigning any reason whatsoever and our decision shall be final and conclusive.

#### 4. Services

- 4.1. These Terms apply to and regulate your use of the Duitnow QR Service offered by Finexus. The DuitNow QR Service allows you to make payment using your card to a Merchant by scanning the Merchant's QR Code.
- 4.2. If you wish to make payment via DuitNow QR, you must first add a foreign/non-Malaysian Mastercard/VISA credit card, debit card or prepaid into your account as a source of funds. This mobile application enables you to perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the Merchant.
- 4.3. You are responsible for ensuring that the transaction amount keyed-in or displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant's QR Code shall be deemed by Finexus to be correct upon your confirmation of the transaction. Finexus is under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's amount.
- 4.4. MY TouristPay app will show you on the status of each successful Duitnow QR transaction . You may enquiry transaction history via MY TouristPay app.
- 4.5. You acknowledge and agree that Finexus 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 is the intended party to receive the funds, and Finexus shall not be liable for transferring the funds to such Merchant even if such person is not the intended party.
- 4.6. You agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

#### 5. Use of Service

- 5.1. In order to use the Services, you are required to create an account on the App by clicking on the "Sign up" link and following the on-screen prompts, and provide the requested information including but not limited to your name as per passport or other form of valid identity card/document, password, your email, your mobile phone number or other similar identification properties.

5.2. You hereby represent and warrant that the following are true and accurate at the time you submit your application to open any account with Finexus or use any Services provided by Finexus that:

a) Eligibility

You must have the power, authority and capacity to accept these Terms before registering for an Account. By registering for a MY TouristPay Account, you warrant and represent that:

- (i) you are eighteen (18) years of age or above. If you are eighteen (18) years of age or above and a parent or a legal guardian, your child of below eighteen (18) years ("Minor") may register for a MY TouristPay account and use the Services, with your consent. Notwithstanding the foregoing, you shall be wholly responsible for the Minor's use of the MY TouristPay app and/or the Services;
- (ii) if you are below eighteen (18) years ("Minor"), you must have obtained consent from your parent or a legal guardian prior to registration. Notwithstanding the foregoing, your parent or legal guardian shall be wholly responsible for the Minor's use of the MY TouristPay app and/or the Service.
- (iii) you have the full authority and capacity to enter into these Terms with us, to enter into any transactions with or through Finexus and comply with all of your obligations stated under the Terms.
- (iv) You have obtained all necessary authorisation and taken all other actions necessary for you to enter into the Terms;
- (v) Any information and/or documents that you provide to us are accurate, complete and not misleading;
- (vi) You have read and understood the Data Privacy Policy;
- (vii) You hereby consent to, and have obtained all necessary consents for the collection, use, storing, processing and disclosure of all Personal Data that you or your representatives provide to us as set out in the Data Privacy Policy;



- (viii) You acknowledge that Finexus practices a zero-tolerance position towards any form of bribery and corruption and against any form of financing of terrorism;
- (ix) You must not use the Services or allow any third party to do so for any unlawful purpose or activities that may involve a breach of any applicable Laws, including but not limited to laws relating to anti-bribery, anti-corruption, anti-money laundering, countering the financing of terrorism and sanctions;
- (x) You have not committed an act of bankruptcy or been adjudged a bankrupt and no similar proceedings have been instituted against you in Malaysia or elsewhere; and
- (xi) You have not been involved in any unlawful activity and you have not been convicted of any criminal conduct and you are not involved in any sanctioned activities and/or not a subject to any form of sanctions;

b) Limits of Transaction

Your use of the Service is subject to the following limits:

Payments: Single transaction limit up to RM500. Daily transaction limit up to RM1000.

Limits are subject to change. Finexus will notify you as required by applicable law if these limits decrease. However, Finexus may lower these limits, impose additional limits, or cancel, delay, or block a Payment without prior notice for security reasons or as otherwise described in these Terms.

c) Usage Restrictions (in terms of the Service)

Finexus may decline to complete or delay a Payment:

- (i) if Finexus believe it may involve or result in a violation of applicable law or expose us to liability or risk of loss;
- (ii) if the Payment instructions or authorization are unclear, ambiguous, or incomplete;

- (iii) if Finexus identify a fraud or security risk involving an individual Payment or the Service; or
- (iv) as otherwise stated in these Terms.

Finexus is not responsible for any losses or damages that may result from Finexus delay or cancellation of a Payment or for any failure to notify you of such delay or cancellation, except as otherwise expressly provided in these Terms.

You agree not to use the Service in connection with unlawful domestic or international gambling websites or payment processors that support unlawful gambling websites or to purchase illegal goods or services.

## 6. Statements

- 6.1. Finexus will make available to you the state of your transactions on Finexus' mobile application. The period of transaction history will be determined solely by Finexus and made known to you. Finexus may also send you notifications of transactions made by you using the mobile application.
- 6.2. You are responsible for checking your transaction history and notifications of transactions for errors or unauthorised transactions. You are also responsible to verify the accuracy and completeness of the information contained in the account. You shall check the transaction history or notifications immediately upon you receive it.
- 6.3. We shall deem the details set out in your transaction history or notification to be accurate, conclusive and binding on you if (a) we do not receive any notification from you about any discrepancies, errors, unauthorised transactions, (b) you do not raise objection to any of the details/information contained in your transaction history or notification within five (5) Business Days from the day of such information is made available to you. .
- 6.4. We hereby reserve the right to adjust, modify, reserve, cancel any transaction or entry in your account at any time whenever we view there is a need to correct any error or omission including the need to deduct funds that is inaccurately or wrongfully credited into the Merchant account. Any of the rectification made by us shall be binding on you.

## 7. Rights of Finexus

- 7.1. Finexus shall have the right to decide whether to approve your application to get access to any Services from Finexus, and whether to provide you or continue to provide you with any Services.
- 7.2. Finexus reserves the right to suspend or terminate any of your account maintained with us or any provision of Services to you, with or without any prior notice, if:
  - 7.2.1. You have no available funds to be deducted or make payment for transactions in your account;
  - 7.2.2. You do not, refused or reluctant to provide any information or documents requested by us or update your records with us upon request or the information or documents provided by you are found to be inaccurate, incorrect, out dated or false;

- 7.2.3. We have reasonable grounds to believe that you or a third party is abusing, misuse your account to conduct any unlawful, fraudulent or unauthorised activity;
  - 7.2.4. We have to comply on a request from any Regulatory Authority or adhere to a court order of any court of competent jurisdiction;
  - 7.2.5. An investigation is carried out by the Regulatory Authority against your account;
  - 7.2.6. Any Force Majeure Event has occurred; or
  - 7.2.7. There is any reasonable grounds for us to do so.
- 7.3. Finexus shall not be liable for any claim, losses, damages, penalties, costs and expenses suffered or incurred by you as a result of your account being suspended or terminated.
  - 7.4. Finexus has the right to take any reasonable steps to comply with any applicable Laws or court order. Finexus shall not be responsible or liable for any losses that you may incur as a result of any such actions of Finexus.

## 8. Foreign Currencies

- 8.1. Whenever Finexus perform transaction payments on your behalf, and such transaction is in a currency other than Malaysia Ringgit (RM), your issuing bank may convert the amount denominated in such foreign currency into Malaysia Ringgit at the prevailing exchange rate as determined by your Bank. You shall contact your bank for more information regarding the latest prevailing exchange rate and any other associated costs and charges. If Finexus does incur any costs, charges or expenses in facilitating such currency conversion, you agree to pay us for such costs, charges or expenses.

## 9. Privacy and Data

- 9.1. When you register for an Account, you agree and consent to Finexus to collect, using, processing certain information to verify your identity, to enable you to use the Service and facilitate your participation in the Service. You authorize Finexus to collect, use, disclose and share your information in accordance with the applicable Privacy Notice and PDPA 2010, as they may be amended from time to time.
- 9.2. Finexus periodically collects and uses technical data and related information, including, but not limited to technical information and your Personal Data to facilitate the updates to our services.
- 9.3. You shall, at all times be solely responsible to keep confidential and safeguard your account details including your username and transaction PIN number. You shall not disclose your username and transaction PIN number to any person. If you key in the wrong PIN number more than three (3) times, your Account will be blocked and Finexus will suspend any Transactions made. Please write to us at [mytouristpay\\_help@finexuscards.com](mailto:mytouristpay_help@finexuscards.com) to reactivate your Account. You shall be solely responsible and liable for any use and misuse of your Account and transaction PIN number and all activities that occur under your Account.

9.4. Any consent you give to use pursuant to the Terms in relation to your Personal Data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be and the termination of the Terms.

## 10. Intellectual Property

10.1 We grant you a limited and revocable license to access and use the incidental software provided by us to you via the App as part of the Services. Use of such software is subjected to these Terms. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code. You shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyse or remove components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the software or permit or encourage any third party to do so.

10.2 All proprietary Content and Intellectual Property displayed on the Platform are the exclusive property of Finexus and where applicable, third-party proprietors. No right or license is granted directly or indirectly to any party accessing the App to use or reproduce any Intellectual Property, and no party accessing the App shall claim any right, title or interest therein. By using or accessing the Services, you agree to comply with the copyrights, trademarks, applicable intellectual property related legislations and all other applicable laws that protect the Services, the App and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell or create derivative works of any portion of the Services, the App or its Content. You agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content.

10.3 Any Submission is not considered confidential by Finexus and may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including but not limited to, developing and marketing goods. By making a Submission to Finexus, you acknowledge and agree that we and/or other third parties may independently develop software, applications, interfaces, goods and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant us and our successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the goods identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media

formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works).

## 11. Indemnification

11.1. You hereby agree to fully indemnify and to hold Finexus harmless from and against any claim brought by a third party resulting from the use of the App and the Services in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by Finexus in consequence of and/or in connection with your use of the App and the Services, and your breach of any of the Terms except where such losses are caused by our gross negligence, wilful misconduct, fraud or breach of Terms by us.

## 12. Disclaimers/Limitation of Liability

12.1. You acknowledge and agree that, unless expressly prohibited by mandatory laws, Finexus and the DuitNow QR Owner & Operator shall not be liable to You or any third party for any 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 Us arising from:

- (i) Your negligence, misconduct or breach of any of these Terms;
- (ii) Insufficient funds in your Account for Us to process the DuitNow QR transaction;
- (iii) You have exceeded your daily account limit;
- (iv) Any payment instruction arising from us acting on the instruction which we have reasonably believe to be given or purported to be given by you;
- (v) Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
- (vi) Any delay in carry out the payment instruction, unless such delay is due to our gross negligence, wilful misconduct or fraud; or
- (vii) The suspension, termination or discontinuance of the DuitNow QR Service; or

(viii) Any acts or representations made by our employees or agents that are made without our authority or consent;

(ix) Any acts of third party, including the acts of third party who involved in the provision of Services to you, or the acts of any third-party service providers, contractors/sub-contractor or agents engaged by Finexus and/or any losses that you may incur as a result of the acts of such third-party unless such losses are caused by our gross negligence, wilful misconduct or fraud.

12.2. You shall indemnify Us, Finexus affiliates, and the DuitNow QR Owner & Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against Us, Finexus affiliates, and/or the DuitNow Owner & Operator resulting from any negligent and/or fraudulent act to the DuitNow QR Terms by you.

12.3. Notwithstanding anything to the contrary under clause 11, Finexus total liability to you for any claim shall NOT exceeding and to limited to the amount of transaction involved which give rise to such claim or as a result of actual direct losses suffered by you. The claim against Finexus must be supported by documentary evidence to the satisfaction of Finexus.

12.4. We shall not be liable for any losses that result from an indirect or consequential loss, or lost of profits, earnings, business, goodwill or opportunities, even though such losses is foreseeable or could be anticipated.

12.5. We are not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:-

- (i) should your payment transaction be rejected issuing bank, or if we decline or refuse for any reason to authorise the transaction;
- (ii) for any malfunction, defect or error in the App used to process Card Transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons; for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (iii) any neglect, refusal or inability on our part to authorise or approve your account or honour or effect any other transaction on your account for any reason whatsoever;
- (iv) or any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any transaction or your account transmitted through or stored in any electronic system or medium, howsoever caused.

12.6. You are aware that all transactions conducted on the App are through telecommunication and data networks. You are fully aware that your receipt of the notification from Finexus may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. You accept that Finexus cannot guarantee the prompt delivery of such notification or confirmation.

### 13. Force Majeure Event

13.1. Finexus shall not be responsible or liable for any breach or non-observance of its obligations or any losses which you may incur arising from any Force Majeure events, regardless of the duration of such Force Majeure events.

### 14. Disputed Transaction

14.1. The account is not transferable and you are responsible to keep your account information, PIN or device secure at all times, thus you are liable for all transactions effected through the use of your account, PIN or device with or without your knowledge, acquiescence or authority.

14.2. We are not responsible and shall not be liable for the goods and services purchased with your account, whether at the Merchant's premises, written instructions sent by mail, electronic mail or facsimile, telephone order, online internet or any other means by which you have authorised the use of your account for the purchase of goods and services.

14.3. We are further not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by you from Merchants with your account. All disputes involving the same should be addressed directly to the Merchants from whom the relevant goods and services were purchased.

14.4. For any discrepancies on your DuitNow QR Transaction, you may contact our customer service and such enquiry or dispute request shall be made in writing to [mytouristpay\\_help@finexuscards.com](mailto:mytouristpay_help@finexuscards.com).

14.5. Upon receiving the complaint FINEXUS will resolve the dispute within ten (10) Business Days from the date of your recovery of funds request, provided the card transaction is successfully posted but the DuitNow QR payment is not successful at the acquirer bank.

14.6. If the acquirer bank confirms the DuitNow QR payment is successful at the acquirer bank, please refer to your card issuer bank for fund recovery.

## 15. Customer Service

- 15.1. You may address your request, queries or complaints in relation to the Service, App or your account, and such request, queries or complaints shall be made in writing to [mytouristpay\\_help@finexuscards.com](mailto:mytouristpay_help@finexuscards.com) or via our Call Centre at +603 4051 9911.

## 16. Account Termination

- 16.1. The contract between us which is set out in these Terms and Conditions will continue in effect until cancelled in accordance with this clause 16. Your account will be valid for the period ending on 90 days upon sign up.
- 16.2. You may at any time on your own accord request to close your account by sending a request in the App.
- 16.3. Upon your cancellation request, we will terminate the account within thirty (30) Business Days from the date the request was made.
- 16.4. You shall remain liable for any transaction effected through the use of your account prior to the termination request and confirmation by us on the cancellation.
- 16.5. We have the discretion to cancel the contract with you, with immediate effect, by giving written notice if you are in breach of an important part of these Terms and Conditions, including
- (a) if you repeatedly breach these Terms and Conditions and fail to resolve it to our satisfaction in a timely manner;
  - (b) if you fail to pay outstanding payment that you have incurred;
  - (c) if you violate any laws and regulations in respect of your usage of the account;
  - (d) in the event of your death or incapacity.
- 16.6. We also reserve our rights to cancel the contract with you with immediate effect and/or suspend your account if we have reason to believe your account is deliberately being used by you or any one including third-party to commit bribery, fraud, money laundering and/or for other illegal purposes. If we do this, we may inform you by phone, Short Messaging Services or e-mail only to the extent to which we are permitted to do so by law and you must stop using your account or stop from attempting to access it via the App immediately.
- 16.7. Once your contract with us has been cancelled, you will not be entitled to a refund of money which you have already spent on Transactions authorised or pending, or any fees for the use of your account incurred before your contract with us was cancelled.

## 17. Notices

- 17.1. You are required to provide Finexus with your card billing address, telephone number, email address and/or any other contact information at which we may need to contact you, and send you notices and for communication purpose.
- 17.2. You acknowledge that by using our Services, we may also need to provide your contact information upon request of any governmental or regulatory authority, court/judicial body or enforcement agency. You must immediately inform us of any such change to your contact information.



- 17.3. Any notice or communication that Finexus sends to you will be deemed to be delivered and effective if:
- a. in the case of hand delivery, upon the receipt of written acknowledgement signed by the recipient; b. in the case of registered post, five (5) business days after posting; and
  - c. in the case of email or the communication channel available on the App, on the day of transmission provided that the sender has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission.
- 17.4. Notwithstanding the above and in addition to the above methods of delivery, any notice or document or communication given by Finexus to you shall be deemed to be served in the following manner:
- a. Posting the notice or communication in the App;
  - b. Notices placed through our media; or
  - c. Any manner of notification as Finexus may at its absolute discretion.
- 17.5. You have the right to change your contact details by giving notice to Finexus. No change of address howsoever brought about shall be effective or binding on Finexus unless you have given us the actual notice of the change of address.

## 18. Amendments/Variations

- 18.1. Finexus may amend, alter, edit, modify, or vary any or all of the Terms at any time by giving you at least fourteen (14) calendar days notice before the amendment, modification or variation become effective and binding on you. You acknowledge that we might not be able to provide you with fourteen (14) calendar days advance notice if the amendment, modification or variation is required for compliance with applicable Laws that need to take effect immediately.
- 18.2. Finexus may introduce new terms that apply specific to provisions of selected new Services. Any of such new terms shall take effect from the date we agree to provide to you with the relevant new Services.
- 18.3. The Terms contained herein shall be subject to the provisions of Financial Services Act 2013 and any other amendment, regulations or directives issued by Bank Negara Malaysia or as may be directed or required by Regulatory Authority from time to time.
- 18.4. By continuing to maintain and using your account after the effective date of the amendments or variation, you are hereby deemed to accept the amended Terms and the same shall be binding against you.

## 19. Time

- 19.1. Time shall be of the essence of the Terms.

## 20. Governing Law and Jurisdiction

- 20.1. These Terms are governed by and shall be construed in accordance with the laws of Malaysia, and you hereby submit to the exclusive jurisdiction of the Malaysian courts.

## 21. Variation of Terms and Conditions

- 21.1. You acknowledge that Finexus has the right to change, restrict, vary, suspend or modify these Terms by providing you with 21 days' notice in such manner as Finexus deems fit. These amendments and variations may include, but not limited to changes in the fee and charges, product features and service offerings.
- 21.2. All notices by Finexus in relation to variation of Terms may be given by displaying on the screen upon access to the App and/or Finexus' website, via email or any other manner as Finexus deems fit.
- 21.3. In the event where Finexus is of the view that immediate changes are necessary to safeguard the security of the Accounts and the Services, you acknowledge that the App may be automatically updated at Finexus' sole discretion without notice to you.

## 22. Severability

- 22.1. If any of the provision under this Terms is, has become illegal, invalid or unenforceable in any way, such illegality, invalidity or unenforceability shall not in any way affect or impair any other provision of the Terms stated here, and the Terms shall be interpreted in such manner that if such illegal, invalid or unenforceable provision was varied so that it is legal, valid and enforceable or as if such illegal, invalid or unenforceable provision was not part of the Terms.

## 23. Assignments

- 23.1. Finexus may assign and/or transfer all or any of its rights, title, liabilities and interest under the Terms to any person or organisation which Finexus deems fit and subject to applicable legal or regulatory requirements, we shall notify you of such assignment and/or transfer.
- 23.2. You are not allowed to assign or transfer any part of your rights or obligations under these Terms without our prior written consent.

## 24. Waivers

- 24.1. Any delay or failure by Finexus in exercising or enforcing any power or rights given under the Terms shall not operate as a waiver or release or prejudice any remedy available to Finexus and Finexus is not prevented from exercising or enforcing any such power or right.

## 25. Effective Date

- 25.1. This Terms will be effective from 11 December 2023