

## Terms and Conditions of ePetrol Service

### IMPORTANT

The following terms and conditions shall constitute a legal agreement between you and EPSB that governs your use of your MyKad for the Service. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY SELECTING “**I AGREE**” BELOW, YOU AGREE TO AND SHALL BECOME LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND IN WHICH CASE YOU MAY CONTINUE WITH THE REGISTRATION PROCESS FOR THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE SELECT “**I DO NOT AGREE**” BELOW, IN WHICH CASE YOU WILL **NOT** BE ALLOWED TO PROCEED WITH THE REGISTRATION PROCESS.

#### 1. Definitions:

- A. Banking Facility: Bank account(s) specified by Customer that may be accessed via the Customer's MyKad.
- B. PIN: The EPSB Personal Identification Number which the Customer is required to create at the time of registration.
- C. EPSB: means EPetrol Systems Sdn Bhd (Company No 807835-W) a company incorporated under the laws of Malaysia.
- D. Payment Amount: The Ringgit Malaysia (“RM”) amount of a Payment Transaction.
- E. Payment Transaction: The making of a payment under a Banking Facility for a Permitted Transaction and utilising the Service.
- F. Permitted Transaction: such sale and purchase transaction between a Customer (as purchaser) and a merchant (as Vendor) at such location as may be permitted by EPSB from time to time and subject always to the Terms and Conditions and the terms and conditions of the relevant Banking Facility and any other transaction as may be allowed by EPSB from time to time.
- G. Customer: A person that has properly and lawfully registered his/her MyKad to utilise the Service.
- H. Service: the service provided by EPSB whereby a Customer is able to register his/her MyKad and use his/her MyKad for Payment Transactions subject to the Terms and Conditions and the terms and conditions of the relevant Banking Facility.
- I. Terms and Conditions : The terms and conditions applicable to the use of the Service as herein which shall include policies of EPSB governing the Service that may be issued at any time and from time to time.

2. **General:** The Service is owned and/or operated by EPSB. EPSB has the right, at any time, to change or discontinue any aspect or feature of the Service, including,

without limitation, hours of availability, and the equipment needed for access or use of the Service. EPSB reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve, or terminate the Service and to suspend and/or deny access of any or all Customers to Service for scheduled or unscheduled maintenance, upgrades, improvements or corrections and for any other reasons it deems fit in its sole and absolute discretion.

### 3 Use and restrictions on Use:

- A. You shall use the Services site for lawful purposes only and subject always to the Terms and Conditions.
- B. The Service shall all times be subject to the laws of Malaysia.
- C. You are solely responsible for all use of your MyKad under your PIN. You must protect your PIN. You shall not record your personal identification number (PIN) or other code in any easily recognizable form, in particular on the MyKad itself or on any item which you keep or carry together with the MyKad. If you believe your MyKad and/or PIN has been used in an unauthorized manner, you are required to immediately contact EPSB.
- D. When you register to use the Service, you must provide us with information regarding your Banking Facility and well as other information as we may request. You represent and warrant to us that all such information is true and that you are authorized to use the Banking Facility.

4. **Choice of Law.** The Terms and Conditions shall be construed in accordance with the laws of Malaysia and the parties irrevocably submit to the jurisdiction of the Malaysian courts. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import

5. **Payment Transaction.** The Service facilitates a Payment Transaction between a Customer and a merchant by way of terminals and technological deployments that link a Customer, the Customer's bank and the relevant merchant. EPSB does not provide any form of banking or credit facility and your use of the Service is dependant *inter-alia* on you having obtained and being allowed to use a Banking Facility. EPSB shall be under under no obligation to take any action to stop any further use of the MyKad where there could be suspicious transactions or transactions which may involve fraud, misconduct, or violate applicable law, the Terms and Conditions, or other policies of EPSB. Notwithstanding the foregoing, EPSB may at is sole and absolute discretion refuse to allow any Payment Transaction to proceed or delay such Payment Transaction where there could be suspicious transactions or transactions which may involve fraud, misconduct, or violate applicable law, the Terms and Conditions, or other policies of EPSB. You

acknowledge and agree that your Payment Transactions are transactions between you the merchant and your bank and not with EPSB.

6. **Permissible Payment Transactions.** You may only use the Service for a Permitted Transaction. You may not use the Service in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction.
7. **Limitations on the Use of Service.** In addition to any terms and conditions that your bank may impose under a Banking Facility, we may establish general practices and limits concerning use of the Service. We reserve the right to change, suspend or discontinue any aspect of the Service at any time, , without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to parts or all of the Service without notice and without liability. We may decline to allow any Payment Transaction to proceed without prior notice to Customer. We may limit or suspend your use of the Service at any time, in our sole and absolute discretion.
8. **Use of Electronic Communications.**
  - A. You will provide us contact information that we may require from time to time and at any time, including but not limited to telephone or mobile phone number where we may contact you with information about your MyKad usage or our products or services. It is your responsibility to ensure that such information is entered correctly and is kept up to date.
  - B. We may communicate with you regarding the Service by means of electronic communications, including sending electronic mail to the email address you provide. You agree that we may communicate with you by means of electronic communications the following: the Terms and Condition (and revisions or amendments), notices or disclosures regarding the Service, and any other matter relating to your use of the Service. You should maintain copies of such electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed received by you when we send the electronic communication to the email address you provided at the time of registration or as revised by you thereafter in accordance with this Terms of Service.
9. **Service Fees.** We do not charge a fee to the Customer for use of the Service. We however hold the right to collect from your relevant bank and/or the merchant a percentage of the Payment Amount in respect of each Payment Transaction subject always to the terms and conditions of agreement(s) entered into between EPSB and your relevant Bank and the merchant. The bank that provides you with a Banking Facility may charge you a fee in connection with Payment Transactions. You should consult the terms and conditions governing your Banking Facility for more information about any such fees.
10. **Unauthorised use of MyKad.** If you believe your MyKad has been used in an unauthorized manner, you are required to immediately contact EPSB.

11. **Indemnity.** You agree to indemnify, defend and hold harmless EPSB, its affiliates, and its and their directors, officers, owners, agents, or other partners, employees, information or technology providers, licensors, licensees, consultants, contractors, suppliers and other applicable third parties, (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including without limitation legal fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) your use of the Service; (ii) any breach or non-compliance by you of any term of the Terms and Conditions or any of EPSB's policies; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any law or rights of a third party.
12. **Disclaimer.** The service, including all content, software, functions, materials, and information made available on, provided in connection with or accessible through the service, is provided "as is." to the fullest extent permissible by law, EPSB and its affiliates, and their agents, or other partners and their employees, information or technology providers, licensors, licensees, consultants, contractors, suppliers, (collectively, "EPSB parties"), make no representation or warranty of any kind whatsoever for the service or the content, materials, information and functions made accessible by the software used on or accessed through the service, or for any breach of security associated with the transmission of sensitive information through the service. each EPSB party disclaims without limitation, any warranty of any kind with respect to the service, merchantability, or fitness for a particular purpose. the EPSB parties do not warrant that the functions contained in the service will be uninterrupted or error free. the EPSB parties shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance or completion of payment transactions or the service.
13. **Limitations of Liability; Force Majeure.** to the fullest extent permissible by law, in no event shall any EPSB party be responsible or liable to customer or any third party under any circumstances for any direct, indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses which may be incurred in connection with any EPSB party or the service, or any services, or information received or paid for by way of the service, regardless of the type of claim or the nature of the cause of action, even if the EPSB party has been advised of the possibility of such damage or loss. without prejudice to the generality of the foregoing and to the fullest extent permissible by law, in no event shall the EPSB parties' total cumulative liability to a customer arising from or relating to this agreement exceed the net fees EPSB has actually received and retained from a relevant bank or merchant in connection with that customer's valid payment transactions during the one month period immediately preceding the date of the claim. Each party acknowledges that the other party has entered into the Terms and Conditions relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no EPSB Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire,

flood or other acts of God, labour conditions, power failures and Internet disturbances.

14. **Modification of Terms and Conditions.** We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of the Terms and Conditions at any time without notifying you. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Service.
15. **Assignment.** You may not assign the Terms and Conditions or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign this Terms of Service and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, the Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
16. **Survival.** Upon termination of your use of the Service or termination of the Terms and Conditions for any reason, in addition to this section, the entire Terms and Conditions shall survive termination.
17. **General Provisions.** No failure or delay on the part of EPSB to exercise any right or remedy under the Terms and Conditions shall be construed or operate as a waiver thereof nor shall any single or partial exercise by EPSB of any right or remedy. If any provision or term of the Terms and Conditions or any part thereof shall become or be declared illegal invalid or unenforceable for any reason whatsoever, such terms and conditions shall be limited or removed to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The Terms and Conditions, including EPSB's policies governing the Service referenced herein, constitute the entire agreement between EPSB and Customers with respect to Customer's use of the Service. Subject to clause 11, 12 and 13 above, the Terms and Conditions are not intended and shall not be construed to create any rights or remedies in any parties other than Customer and EPSB and no other person shall assert any rights as a third party beneficiary hereunder.
18. **English Language prevails.** In the event of any inconsistency between the terms and/or words appearing in the Terms and Conditions specified in the English Language and the terms and/or words appearing in the Terms and Conditions specified in any other language, the terms and/or words appearing in the Terms and Conditions specified in the English Language shall prevail absolutely.