

TERMS AND CONDITIONS OF SERVICES

IMPORTANT:

The Services (hereinafter defined) is made available to you by Touch 'n Go Sdn Bhd (Company No.: 406400-X) (“**TNGSB**”) subject to the Terms and Conditions herein (“**Terms and Conditions**”). . Please read these Terms and Conditions carefully before registering an Account with TNGSB. The acceptance of these Terms and Conditions by you shall constitute an agreement between TNGSB and you for the Services rendered by TNGSB. For the avoidance of doubt, these Terms and Conditions shall ONLY apply to the Services hereunder and not to any other TNGSB’s products. Where applicable, this Terms and Conditions shall be subject to the E-Wallet Terms and Conditions (“**E-Wallet T&C**”) which is available at Mobile App.

1. DEFINITION

In these Terms and Conditions, unless the context otherwise requires or the contrary intention appears, the following words shall have the meaning assigned to it:

“Account”	means the same definition as provided in the E- Wallet T&C;
“Charges”	means any type of available usage transactions for toll fare, road charge, parking charges and etc.;
“Careline”	means TNGSB’s customer service centre which can be contacted at 03-2714 8888;
“GST”	means the Goods and Services Tax under the Goods and Services Tax Act 2014 which will be imposed on Charges as stated under this Terms and Conditions;
“Mobile Application / (Mobile App)”	means the same definition as provided in the E-Wallet T & C;
“RFID”	means Radio Frequency Identification;
“TNG Card”	means the prepaid electronic cash card issued by TNGSB;
“Services”	means the electronic money (e-money) services via Mobile App offered by TNGSB and/or its subsidiaries to you;
“VEP Tag”	means the VEP with the RFID tag that is issued by JPJ and shall be used by the foreigners vehicle for each entry to enter Malaysia and/or pay for Charges within Malaysia (where applicable);
“VEP Collection Centre(s)”	means the centre for RFID account registration and VEP Tag installation;
“Website”	means TNGSB’s website at www.touchngo.com.my ;

2. INTERPRETATION

- 2.1. Whenever these Terms and Conditions refer to a number of days, such number shall refer to calendar days.
- 2.2. Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 2.3. Words of any gender shall include all genders and words using the singular shall include the plural and vice versa.

3. GENERAL

- 3.1. You are to comply with these Terms and Conditions to avoid any suspension or revocation of our Services to you. Your continued use of the Account binds you to these Terms and Conditions at all relevant times.
- 3.2. You may not assign any of the obligations or benefits of these Terms and Conditions.

4. ACCOUNT REGISTRATION

- 4.1. The application and registration of Account shall be subject to terms and conditions as prescribed by TNGSB and/or its subsidiaries under the E-Wallet T&C in the Mobile App.
- 4.2. You may register for the Services at the VEP Portal or by installing the Mobile App and activate your Account before visiting the VEP Tag Collection Centre to collect the VEP Tag.
- 4.3. Once the Account is activated, you are to reload monies into your Account to enable you to pay for Charges (where applicable).

5. VEP TAG USAGE AND CHARGES

- 5.1. You may use the designated Account which is associated with the VEP Tag if your Account has sufficient balances to pay for the Charges and the VEP Tag is valid. In the event your Account has an insufficient balance, you will not be able to use the Services at the RFID designated toll lane and/or facilities. You must then pay using a TNG Card or by any other accepted payment methods at the designated RFID lane or facility. Your Account will then be temporarily suspended until you reload your Account.
- 5.2. For deduction of Charges at the toll plaza lanes, please ensure that your vehicle is at least five (5) meters away from the vehicle in front. This is to ensure that, when your vehicle drive in and out, the system can correctly read the VEP Tag information and calculate the Charges accordingly.
- 5.3. Please observe the overhead signage when you are nearing the toll plaza to ensure that you choose the correct RFID lane.
- 5.4. If your VEP Tag is not readable at the RFID lane or any other available facilities as provided, for any reason whatsoever, you are to pay for the corresponding Charges by using a TNG card. You are then advised to contact TNGSB's Careline for confirmation on the Account related issue.
- 5.5. If you are selling or transferring or otherwise dispose your vehicle to another party, you are required to notify the VEP helpdesk for the cancelation or termination of the VEP Tag. Until and unless the aforesaid is done, you shall remain responsible for any usage of the TNG e-Wallet which is associated with the VEP Tag and the corresponding Charges from the said usage.

6. MANAGEMENT OF ACCOUNT

- 6.1. You must ensure to monitor the balance in your Account regularly before using the Services at any of the designated RFID toll lane or facilities. For each usage of the Services, the applicable Charges will be deducted from your Account.
- 6.2. You hereby authorize TNGSB and/or its subsidiaries to debit your Account for the Charges incurred from the use of the Services at the designated RFID toll lane or any other facilities accepting the same.
- 6.3. For a quick check, you can view and download your Account statement from the Mobile App. For an updated balance of your Account, please call TNGSB's Careline at 03-2714 8888.

7. IMPROPER USE OF SERVICES

7.1. The Services may be subject to suspension or blacklisting by TNGSB at its own discretion in the event of the following:-

- a. Unauthorized use or loss of the VEP Tag.
- b. Use of Account which is associated with the VEP Tag on a different vehicle than the one registered.
- c. Intentionally using an invalid / defective VEP Tag at the RFID lane.
- d. Using your VEP Tag when your Account has insufficient balance to cover for the Charges.
- e. Using a forged or fraudulent or illegally obtained, installed or loaded VEP tag.
- f. Using your VEP Tag for a different class of vehicle than the type of vehicle for which the Account is registered.
- g. Tampering of the VEP Tag either from improperly attaching the VEP Tag to your vehicle or removing the VEP Tag after the installation at VEP Collection Centre.

7.2. Notwithstanding Clause 7.1, TNGSB reserves the right to lodge a police report when circumstances of the case requires TNGSB to do so.

7.3. The suspension of the use of Services shall not affect the rights of TNGSB to seek appropriate relief against you for antecedent breaches of these Terms and Conditions.

7.4. Incomplete transactions: In the event the actual Charges cannot be determined due to the reason that the VEP Tag cannot be read at the entry or exit whatsoever caused, the maximum amount of the applicable Charges shall be levied on you based on the vehicle's class. If the VEP Tag is then readable at the new exit or entry point; the difference between maximum amount of the applicable Charges and the actual Charges will be reversed in accordance to Clause 8 upon verification by TNGSB.

8. REFUND

8.1. You are to notify TNGSB's Careline if you discover any error or discrepancy in your Account within thirty (30) days from the date of the error or discrepancy in the transaction, failing which you shall be deemed to have accepted the correctness of the transaction. TNGSB shall then carry out the verification into that particular transaction. If TNGSB is satisfied that there was an error or the discrepancy is on TNGSB's part, TNGSB shall refund the monies for that transaction's Charges into your Account within thirty (30) working days after the verification is completed.

8.2. If TNGSB finds no error or discrepancy in the Account, TNGSB reserves the right not to refund any monies into your Account and a minimal administrative fees or charge will be deducted from your Account.

9. DISCLAIMER

9.1. To the extent permitted by law, TNGSB expressly disclaims any representations or warranties, expressed or implied, relating to the Services, Account and our infrastructure or systems including without limitation, any implied or express warranties as to quality, fitness for a particular purpose, conformity to or compatibility with any technology or the up-time status of or security of our systems. Neither TNGSB and/or its subsidiaries nor their agents shall be liable for any costs, expenses, losses, damages, penalties, fines, taxes and other liabilities that you may suffer or incur or may be claimed against you due to any act or omission on our part.

10. INDEMNITY

10.1. You shall keep TNGSB indemnified against all loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever or arising from your breach of these Terms and Conditions, your use of the Services, the

contents transmitted, received or stored via the Account or part thereof and/or for all other claims arising out of any act or omission to act by you or any unauthorized use or exploitation of the Account or part thereof that was registered to you and your vehicle.

10.2. You shall also agree to fully indemnify and hold TNGSB harmless from and against any claim brought by a third party resulting from your use of the Services and/or 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 TNGSB in consequence of such use of the Services and/or your breach or non-observance of any of these Terms and Conditions and/or any applicable terms and conditions of any new services which TNGSB may provide from time to time.

10.3. You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against TNGSB arising from the above claims, and shall provide TNGSB with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole costs and expenses.

11. ACCOUNT FOR THE SERVICES

11.1. The Account shall remain active even if the VEP Tag is terminated by you unless otherwise terminated in accordance to clause 12.

12. TERMINATION OF ACCOUNT

12.1. You may, at any time, terminate the Account by giving notice of such termination via the Mobile App only.

12.2. Upon termination of your Account, all usage of VEP Tag linked to this Account and Services provided herein shall no longer be valid.

13. CONSEQUENCES OF TERMINATION

13.1. In the event of termination of Account, all outstanding and/or pending Charges will be deducted from the funds in your Account.

13.2. The unutilized value or balance in the Account (if any) shall be refunded to you within seven (7) working days from the date of your request for a refund or termination. Thereafter, except as otherwise provided in clause 13.3, you shall have no further claims against TNGSB.

13.3. The termination or suspension of the Account shall not affect the rights of TNGSB to seek appropriate relief against you for antecedent breaches of these Terms and Conditions.

14. COSTS AND EXPENSES

14.1. You agree to pay all costs, including legal fees, incurred by TNGSB to collect any monies due under the terms of these Terms and Conditions.

15. ENTIRE AGREEMENT AND AMENDMENT

15.1. These Terms and Conditions forms the entire Agreement between the parties in respect of the subject matter covered herein unless otherwise amended in accordance to Clause 15.2.

15.2. TNGSB reserves the right at its absolute discretion, from time to time, to vary, add to, delete or otherwise amend these Terms and Conditions or any part thereof by giving you twenty one (21) days' prior notice of such changes, additions or deletions. Your continued use of the Services which is associated with VEP Tag and Account shall constitute your unconditional acceptance of such variation, addition, deletion or amendments. You are advised to

visit the Website from time to time to keep updated of the latest version to these Terms and Conditions (if any).

15.3. A copy of the revised Terms and Conditions, including the effective date, will be provided through the Website and Mobile App. Your first use of the Services following the publishing of any revised Terms and Conditions (via the means mentioned above) will constitute your acceptance of the revised Terms and Conditions. You may choose to opt out and/or decline the revised Terms and Conditions by not using the Services after the effective date for the revised Terms and Conditions and terminating the Services and/or Account in accordance to Clause 11.

15.4. You may inform TNGSB in writing of any changes to the information provided by you in your Account as following:

- a. Change in credit card account status (closed account, maximum credit use)
- b. Expiration date of credit card account

15.5. The Charges imposed pursuant to these Terms and Conditions may change from time to time. TNGSB shall notify you of any changes to the Charges by giving no less than twenty one (21) days prior to the effective date of the said changes to Charges.

16. SET-OFF

16.1. TNGSB shall have the right to set-off any outstanding amounts owed to you by TNGSB against any sum or monies owed by you to TNGSB by deducting the outstanding amounts from the Account.

17. FORCE MAJEURE

17.1. Without limiting the generality of any provision in these Terms and Conditions, TNGSB shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom TNGSB has no control over or any cause outside TNGSB's reasonable control.

17.2. The Account may occasionally be affected by interference caused by objects beyond TNGSB's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Services system. In the event of such interference, TNGSB shall not be responsible for any inability to use or access the Account, interruption or disruption of the Account.

18. COMPLIANCE TO LAW

18A. PERSONAL DATA PROTECTION

18A.1 You agree that by registering for the Account, you have consented for your Personal Information/Data to be used and/or disclosed in accordance with the Personal Data Protection Act 2010 and TNGSB's Privacy Notice as posted at the Website.

18A.2 You also agree and consent that the Personal Information/Data provided by you may be held in TNGSB's database and that TNGSB may use, store, analyse, disclose and process your Personal Information/Data provided by you to TNGSB for the following purposes:-

- (a) processing your Services and/or Account application;
- (b) managing your relationship and Account with TNGSB; and
- (c) audit or verification by any regulatory bodies in Malaysia.

18A.3 TNGSB may monitor and record all transactions and communications that may take place between TNGSB and

you for TNGSB's quality control and training, prevention of unauthorized use of TNGSB's telecommunication systems and ensuring effective systems operation.

- 18A.4 You hereby agree, consent and allow TNGSB to extract, disclose and release any information in the possession of TNGSB relating to you (including your Personal Information/Data), the particulars of the transaction(s) or any designated account relating to the transaction(s) or any other data required for the purpose of investigating any claim or dispute arising out of or in connection with the transaction(s) or to be used as evidence in court or in the event of any suspected misuse of the TNG e-Wallet or Account. You hereby agree that in the event of a dispute or claim of any nature arising in respect of any transaction(s), the records of the transaction(s) available from TNGSB shall be used as sole reference and basis of settling such dispute or claim. Your agreement and consent under this Clause shall survive the termination of the Account.

18B. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES 2001 (AMLATFPUAA) & FINANCIAL SERVICES ACT 2013 (FSA).

- 18B.1 TNGSB acknowledges that the document or information collected by TNGSB from you relating to your affair or account as a customer of TNGSB will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013 (FSA).
- 18B.2 TNGSB, its subsidiaries and officers shall comply in all material respects with the all applicable laws, regulations, guidelines and policies relating to AMLATFPUAA, including all , Regulations and Rules.
- 18B.3 Without limiting the generality of the foregoing, to the extent required by the AMLATFPUAA, TNGSB shall (a) maintain an anti-money laundering and anti- terrorism financing compliance program that is in compliance, in all material respects, with the AMLATFPUAA, (b) conduct, in all material respects, the due diligence required under the AMLATFPUAA in connection with the use of the Services and/or Account, including with respect to the origin of the funds used by you to reload into the Account and (c) maintain sufficient information to identify you for purposes of compliance, in all material respects, with the AMLATFPUAA.
- 18B.4 In the event your Account is ceased, terminated or suspended by TNGSB due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or AMLATFPUAA or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the monies and all reload monies whatsoever in the Account and it shall be lawful for TNGSB to retain for an indefinite period or release to the relevant authorities all monies in the Account in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom from TNGSB.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1. All trademarks and other intellectual property rights used in relation to the Services and Account belong to TNGSB.
- 19.2. You acknowledge and agree that all trademarks and other intellectual property rights relating to the use of the Services and Account or any part thereof, whether presented to you by TNGSB, advertisers or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws and all TNGSB's rights therein are expressly reserved.

20. SERVICE OF NOTICE

- 20.1. TNGSB may, in its sole discretion, serve you notice under these Terms and Conditions by posting such notice on the Website or any other online or other medium, which TNGSB may introduce from time to time.

21. SEVERABILITY AND EFFECT OF TERMS AND CONDITIONS

- 21.1. If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid,

illegal or unenforceable provision shall be deemed deleted.

22. WAIVER

22.1. TNGSB's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by TNGSB in writing.

23. ASSIGNMENT

23.1. You shall not assign or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof.

24. LANGUAGE

24.1. These Terms and Conditions are also available in the Bahasa Malaysia language. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and the Bahasa Malaysia version or any other version of these Terms and Conditions, the English version shall prevail.

25. 25. TIME OF ESSENCE

25.1. Time wherever mentioned shall be deemed to be and treated as the essence of these Terms and Conditions.

26. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and the courts in Malaysia shall have an exclusive jurisdiction over any matter arising out of these Terms and Conditions.

27. INQUIRIES OR COMPLAINTS

27.1. For further information, inquiries or complaint on the Services or Account, you may contact TNGSB's Careline :

- a. at 03-2714 8888;
- b. visit TNGSB's website at www.touchngo.com.my;
- c. e-mail TNGSB at careline@touchngo.com.my;
- d. visit any of TNGSB hub or TNGSB office at the address below:
Touch 'n Go Sdn Bhd
Tower 6, Avenue 5
Bangsar South
No. 8, Jalan Kerinchi,
59200 Kuala Lumpur.

27.2. If the reply to your query or complaint is not satisfactory to you, you may contact the following bodies:

Bank Negara Malaysia

Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, D Block,
Jalan Dato' Onn, 50480 Kuala Lumpur

Contact Centre (BNMTELELINK)

Tel : 1-300-88-5465
(Overseas: 603-2174-1717)
Fax: 603-2174-1515
Email: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P)
(formely known as Financial Mediation Bureau)
14th Floor, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
