

## TERMS AND CONDITIONS OF HONG LEONG BANK TAP ON PHONE MOBILE APPLICATION (“Terms and Conditions”)

Please read this Terms and Conditions carefully as they apply and regulate your use of Hong Leong Bank’s Tap On Phone Service (“Tap On Phone”). It is important that you read and understand the Terms and Conditions carefully as it highlights your responsibilities and the operations of using Tap On Phone.

By agreeing and utilizing Tap On Phone or any page or part thereof via mobile, you agree to be bound by these Terms and Conditions.

Tap On Phone is provided as part of Hong Leong Bank’s Tap On Phone Application service, and shall be read in conjunction with the terms and conditions of Hong Leong Bank Merchant Agreement, Hong Leong Bank or Third Party Bank’s Banking Accounts (as the case may be) and any other applicable terms and conditions governing all the products and services of Hong Leong Group (collectively referred to as “the Agreement”) without limitation or qualification.

Where there is a conflict between these Terms and Conditions and the terms of the Agreement, these Terms and Conditions shall prevail to the extent of such contradiction. These Terms and Conditions shall be governed by and subject to the applicable laws, rules, regulation and guidelines issued by Bank Negara Malaysia and other relevant bodies or authorities from time to time.

If you choose NOT to accept these Terms and Conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of Tap On Phone.

### 1. The following definitions apply unless otherwise stated:-

“**Access Codes**” refers to Username and/or PIN and/or such other confidential authentication information that is required to access and/or use Hong Leong Bank’s Tap On Phone.

“**Account**” refers to Seller’s current account / account-i or saving account / account-i with Hong Leong Bank or current account / account-i or saving account / account-i with a Third Party bank.

“**Biometric Authentication**” refers to the Seller’s identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

“**Buyer**” refers to a customer with credit/debit card who makes payment to a Seller for purchase of goods and/ or services via the Tap On Phone mobile application.

“**Confidential Information**” refers to all information of any kind, whether communicated verbally, in printed or electronic form or otherwise howsoever, including technical information, data, know-how and information relating to the business, affairs, financial condition and operations of either party whether or not labelled as “confidential” and disclosed by a party in connection with or for any purpose of this Terms and Conditions and which is not already in the public domain or which is in the public domain through wrongful disclosure.

“**Merchant**” refers to the Seller(s).

“**Hong Leong Bank**” or the “**Bank**” refers to Hong Leong Bank Berhad and/or Hong Leong Islamic Berhad.

“**Tap On Phone Application**” refers to Tap On Phone payment application downloaded by the Seller from the authorized application stores approved by Hong Leong Bank and installed to their Mobile Device(s). The Bank does not warrant that the Tap On Phone Application will be compatible with the Seller’s Mobile Device(s). For the avoidance of doubt, the Seller need to obtain approval from the Bank before he/she can download the Tap On Phone Application.

“**Tap On Phone**” refers to the services available to the Seller. Tap On Phone includes features such as Credit/Debit Card Payment Acceptance, Manage Profiles, Void Transaction, Daily Settlement, and Transaction History.

“**Mobile Device(s)**” refers to the mobile phone or such other communication device which is used to access the Tap On Phone.

“**PIN**” refers to the password which is used for authentication and must be keyed in by Seller to access the Tap On Phone Application.

“**Tap On Phone Profile**” refers to the Seller’s profile created for access to Tap On Phone Application.

“**Card Payments**” refers to payments made to the Seller using the Buyer’s Card. Buyer makes payment by scanning and tapping their Card on the Seller’s Mobile Device and payment will be deducted from the Buyer’s Card account.

“**Card**” refers to any credit card or debit card issued by any financial institution in Malaysia (including Hong Leong Bank).

“**Seller**” refers to the person who have registered to become a Tap On Phone Merchant and receives Card Payments for goods and services from the Buyer through Tap On Phone.

“**Third Party**” refers to other bank(s)/financial service provider(s) that is not part and /or affiliated to Hong Leong Bank and/or network service provider and/or telecommunication operators.

“**Username**” refers to a unique name made up of a string of characters chosen by Seller which must be keyed in by the Seller to access the Tap On Phone Application.

## 2. Tap On Phone

2.1. Subject to the Bank’s approval, Seller may download and install Tap On Phone Application on their Mobile Device(s) in order to set up and use the Tap On Phone. 2.2. Account and Information

### 2.2.1. Account Information

Seller is to select his/her Account in order for Hong Leong Bank to settle the Card Payments from the Buyers to Seller. Seller is prohibited from using any Account which does not belong to the Seller.

2.2.2. Hong Leong Bank reserves the right, at any reasonable time :-

1. to conduct an inspection of the Seller’s outlet or business premises ;
2. to require the production of documents evidencing the Seller’s identity and business activities, for the purpose of compliance to the Bank’s internal policy and/or procedures, laws and regulations and/or for any other reasons the Bank deems fit; and/or
3. to reject the Seller’s application for the Tap On Phone in the event the Seller fails to provide all the necessary documents / information, or the Bank is of the view that the Seller’s business activities does not comply with the Bank’s internal policy and/or procedures, laws and regulations and/or for any other reasons the Bank deems fit

In the event there are any changes to the Seller’s information, the Seller shall provide the updated information to the Bank immediately in the manner acceptable to the Bank.

2.3. Seller must keep the Access Code strictly confidential and take all reasonable precautions and diligence to prevent any unauthorized use of their Tap On Phone and their Mobile Devices including but not limited to the following measures:-

1. Enable lock on their Mobile Devices and ensure that their Mobile Devices are locked when the Seller are not using the Mobile Devices;
2. Not to record the Access Codes on, with or near their Mobile Devices;
3. Not to disclose, display or to allow another person to see the Access Codes, including but not limited to the Bank's staff;
4. Not to use the Access Codes negligently or recklessly;
5. Not to allow any unauthorized Card Payment transaction by any Third Party;
6. Avoid using date of birth, identity card number or mobile number as the Access Codes;
7. Check the Account details and Card Payment transactions and report any discrepancy without undue delay;
8. Log out from the Tap On Phone Application properly after use and do not leave the Mobile Devices unattended; and
9. Ensure correct Tap On Phone Profile is used when using the Tap On Phone;

Should the Seller have reason to believe that someone has accessed their Tap On Phone Application, or their Access Codes have been used by unauthorized person, and/or compromised by disclosure, discovered or howsoever, they must inform the Bank immediately and/or take the necessary steps to change and recreate a new Access Code.

#### 2.4. Restricted Activities

The Seller may use the Tap On Phone Application only for Card Payment transactions, subject always to this Terms and Conditions. The Tap On Phone Application is for the exclusive use of the Seller and the Seller shall not allow any unauthorized person(s) to have access to the Tap On Phone Application or to benefit from the Tap On Phone Application at any time. All rights not expressly granted to the Seller are reserved to the Bank. Seller have a duty to ensure that all information provided and the activities conducted through Tap On Phone Application shall NOT:-

1. be false, inaccurate or misleading;
2. be fraudulent or involve the sale of counterfeit or stolen items;
3. be related in any way to any type of gambling and/or gaming activities or any activities prohibited under the applicable laws;
4. violate Hong Leong Group's Acceptable Use Policy;
5. infringe any third party's copyright, patent, trademark, trade secret or other intellectual property rights;
6. violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
7. cause Hong Leong Bank to receive excessive complaints regarding the Seller's business or the Seller's use of the Tap On Phone Application; or
8. present to Hong Leong Bank a risk of non-compliance with Hong Leong Bank's anti-money laundering obligations and policies.

If there is any use or attempt to use the Tap On Phone for any type of unlawful purposes or activities, the Seller's access to Tap On Phone Application will be terminated. Seller may be subject to damages and other penalties, including criminal prosecution where applicable.

## 2.5. Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either Seller or Buyer), such disputes shall be settled between the Buyer and Seller without recourse to the Bank. Hong Leong Bank will NOT revoke and/or reverse successful Card Payments or involved with the dispute settlement between the Buyer and Seller.

Further, Hong Leong Bank shall not be held responsible amongst others for disputes arising from:-

1. the Buyer not receiving any goods or services from the Seller;
2. the Seller not being contactable;
3. any wrongful or miscommunication by the Seller to Buyer; or
4. any wrong / fraudulent / unauthorized Card Payment.

2.6. The Bank reserves the right to add, modify or remove any Tap On Phone features at its absolute discretion from time to time as it sees fit.

2.7. Seller hereby expressly agrees that the use of Tap On Phone is at his/her own risk and shall assume all risk incidental to or arising out of the use of Tap On Phone.

2.8 The Seller further agrees that all Card Payment transaction transmitted through the Tap On Phone or otherwise issued by the Bank, through in electronic form:

- (a) Are written documents, and the Seller agrees not to dispute or challenge the validity or enforceability of any Card Payment Transaction on the grounds that it is not a written document and the Seller hereby waives any such right that the Seller may have at law;
- (b) Are original documents and the Seller agrees not to challenge the admissibility of any Card Payment transactions on the grounds that it is made in electronic form; and
- (c) The Seller acknowledges and agrees that the Bank's records and any records of the Card Payment transactions made or performed, processed or effected through the Tap On Phone by the Seller or any person purporting to be the Seller, or any record of transactions relating to the Tap On Phone, whether stored in electronic or printed form, shall be binding and conclusive on the Seller for all purposes whatsoever and shall be conclusive evidence of the Card Payment transaction(s) and the Seller's liability to the Bank. The Seller hereby agrees that all such records are admissible as evidence and that the Seller 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, and hereby waive any of the Seller's rights (if any) to so object.

## 3. TAP ON PHONE APPLICATION

3.1. The Seller shall not sub-licence, distribute, adapt, modify, create derivate works from, decompile, reverse engineer the content without the prior written consent of the Bank. The Seller further acknowledges that the download and use of the Tap On Phone Application on his/her Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to his/her agreement to the following additional conditions:

- a. shall not misuse the Tap On Phone Application for any purpose other than access to Tap On Phone and for the purpose of effecting Card Payments;

- b. shall not download or install the Tap On Phone Application into a Mobile Device which the Seller does not own or have exclusive control;
- c. shall not reproduce, modify or reverse engineer the Tap On Phone Application or permit another person to do so;
- d. interfere with or disrupt the integrity or performance of the Tap On Phone Application and / or Tap On Phone and / or the data contained in therein;
- e. Attempt to gain unauthorized access to the Tap On Phone Application and / or Tap On Phone or its related systems or networks.

3.3 The Tap On Phone Application currently only works on certain compatible smartphones and other devices as determined by the Bank.

3.4 Updates to the Tap On Phone Application may be issued by the Bank from time to time via Google Play or other application stores.

3.5 The Seller shall not install or use the Tap On Phone Application on a jail-broken or rooted device. The Seller understand and aware that unauthorized modifications to any Mobile Devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices.

### 3.2. Biometric Authentication

1. Once the Seller's Mobile Device is successfully registered with the Biometric Authentication, Tap On Phone can be accessed with the fingerprints registered in the Seller's Mobile Device.
2. By registering for the Biometric Authentication, the Seller hereby expressly consent for the Biometric Authentication (including Quick Touch) to be applied for access to the Tap On Phone Application on the Seller's Mobile Device.
3. The Seller is advised NOT to register any third party(s)'s fingerprints in the Tap On Me Application, and by doing so, the Bank shall not be held responsible for any losses or damages incurred by the Seller..
4. The Seller acknowledges and agrees that, for the purposes of the Biometric Authentication, the Tap On Phone Application will be accessing the fingerprints registered in the Seller's Mobile Device, and the Seller hereby consents to the Bank accessing and using such information for the provision of the Biometric Authentication.

## 4. AUTHORISATION

4.1. By logging in to the Tap On Phone Application with the Access Code, the Merchant hereby authorizes the Bank to comply with all instructions given by them via the Tap On Phone Application ("Instructions"), and such Instructions are deemed to be Instructions duly authorized by the Merchant and the Bank shall be able to rely on such given Instructions, even if they may conflict with any other mandate given at any time concerning the Merchants' bank account(s) with the Bank or affair(s).

4.2. The Merchant agree that such Instructions shall be binding on the Merchant upon its transmission to the Bank and the Instructions cannot be changed or withdrawn without the Bank's consent.

## 5. INSTRUCTIONS

5.1. The Bank will NOT carry out Instructions given by the Merchant to revoke and/or reverse successful Card Payments. Should Merchants have any queries in regards to Card Payments received, the Bank will, on best effort basis, provide clarity or carry out investigation upon Merchants' request but is under no obligation to do so.

5.2. Where the Merchants give Instructions to the Bank to effect transactions in relation to Tap On Phone (e.g. Payment Acceptance Transactions), the Merchants shall provide accurate and complete details as required by the Bank, failing which the Bank shall not be held liable in the event the Bank fails to effect the transactions.

5.3. The Merchants agree that all Instructions issued by the Bank, though in electronic form are deemed valid and binding and the Bank shall not be obligated to check the accuracy of the Instructions. The Merchants hereby irrevocably agree and authorize the Bank to comply with Instruction(s) given by the Merchant including but not limited to authorizing the Bank for any Card Payments transactions, for and on the Merchants' behalf.

5.4 The Merchants further agree that any Instruction(s) received by the Bank after the successful use of the Merchants' Access Code by the Merchants or someone purporting to be the Merchants shall be deemed to have been issued by the Merchants notwithstanding that such Instruction(s) may have been issued by a third party, whether authorized or otherwise. The Merchants agree that such Instruction(s) should be binding on the Merchants upon their transmission to the Bank, and the Merchants agree that the Bank shall not be liable for any loss which the Merchants and/or any third party may incur by the Bank by so doing.

5.5 Save and except for Clause 5.1 above, should the Merchants:

- 5.5.1 have any reason to believe, is aware, or suspects that an Instruction has not been accurately or completely received by the Bank, including without limitation, any mistaken, fraudulent, or unauthorized instructions; or
- 5.5.2 receive any incomplete or inaccurate data or information from the Bank of any and all Instructions, Card Payments transactions, or other use under the Tap On Phone Application;

The Merchant shall inform the Bank by telephone immediately and in any case not later than twenty four (24) hours after transmission of the relevant Instruction(s). The Bank may, at its sole and absolute discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any earlier Instruction.

5.6 The Bank may at its sole discretion, refuse to carry out any of the Instructions where the Instructions are inconsistent with this Terms and Conditions herein and the terms and conditions of the Agreement, including any guidelines, policies, rules, and regulations currently in force or for any other reasons whatsoever that the Bank deems fit.

5.7 Any instruction transmitted by the Merchant after the relevant cut-off time on any day, as maybe determined by the Bank, will be posted in the books and records of the Bank on or for the next business day following the date of instruction.

## 6. SERVICE AVAILABILITY

6.1. Tap On Phone is intended to be available 7 days a week, 24 hours a day. The Merchants acknowledge that there may be:

- 1. Daily downtime where the Bank carries out maintenance over its systems and equipment; and/or
- 2. Occasional downtime due to any other unforeseen interruption beyond the Bank's control.

6.2. Further, where a transaction involves access or use of Third Party systems and services, Merchants acknowledge that the operating hours will depend on the availability of those systems.

6.3 The Merchant acknowledges and agrees that the Bank shall not be liable in any way to the Merchant for any claims, liabilities, expenses, costs, losses or damages of whatever nature brought against, suffered or incurred by or caused to the Merchant due to or arising out of or in connection with the unavailability of the Tap On Phone for any reason whatsoever.

## **7. DISCLOSURE OF MERCHANTS' INFORMATION**

7.1 By downloading the Tap On Phone Application or using the Tap On Phone, the Merchants have agreed to the Bank's processing and handling of the Merchants' personal data. The Merchants agree that the Bank may disclose or make available the Merchants' information within the Bank and its agents, suppliers, vendors and service companies that provide support or services for Tap On Phone Application or Tap On Phone. The Merchants' information will not be provided to third parties for any other purposes other than as stated herein and the Bank represents, warrants and undertakes that all processing of personal data, including retention of such data, shall be in accordance with the Personal Data Protection Act 2010 ("PDPA") and all applicable regulations as well as guidelines issued under the PDPA.

7.2 Whilst the Bank is committed to take reasonable care and use its best endeavors to ensure that information transmitted and received is secure, the Merchants acknowledge the risks involved in using the internet and that the Bank cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. The Merchants further agree not to hold the Bank responsible or liable for any loss or damage suffered arising from the disclosures as specified herein.

7.3 This Clause is to be read in conjunction with the Privacy Policy has been made available on the Tap On Phone Application provided by the Bank.

### **7A Confidential Information**

7A.1 The nature of the Tap On Phone and role of Tap On Phone Application to facilitate Card Payments transactions may require the Merchants to provide the Bank with Confidential Information. As such, in providing and receiving Confidential Information to the Bank whether through the Tap On Phone Application or otherwise, the Merchants agree to the obligations of confidentiality with regard to the Confidential Information and to the terms and conditions in this Terms and Conditions governing such confidentiality.

7A.2 In relation to the provision of the Merchants' Confidential Information, the Merchants acknowledge and agree that the Merchants' Confidential Information may be provided to other parties for the purposes of the Tap On Phone including for evaluation, analysis and matters related thereto.

7A.3 In relation to the Confidential Information the Merchants have been provided with or were obtained by the Merchants, the Merchants agree and acknowledge that:

5.7.1 the Confidential Information is provided or has been obtained under an obligation of strict confidence to the Bank and/or the discloser of the Confidential Information;



- 5.7.2 the Confidential Information may comprise trade secrets of the discloser of the Confidential Information and related entities of the discloser of the Confidential Information;
- 5.7.3 the Merchants must not disclose any Confidential Information to any third party, save as required by law, by any relevant regulatory body, as may be authorized by the Bank;
- 5.7.4 the Merchants must not after the end of the Tap On Phone use any part of the Confidential Information;
- 5.7.5 the Merchants must use its best endeavours to cause all of its directors, shareholders, agents and employees who receive or have access to Confidential Information to observe all of the Merchants' obligations and undertakings contained in this Terms and Conditions; and
- 5.7.6 the Merchants must implement proper systems and procedures as may be necessary to maintain the confidentiality of the Confidential Information.

## 8. LIMITATION OF LIABILITIES

8.1. The Merchants acknowledge that the Bank and its affiliates make no warranties of any kind with respect to the Tap On Phone and/or Tap On Phone Application, whether express or implied, including but not limited to merchantability or fitness for a particular purpose, except as otherwise expressly stated in these Terms and Conditions.

8.2 The Bank shall not be liable for any negligence or wilful misconduct on the part of the Merchant in operating the Tap On Phone and/or Tap On Phone Application or the non-compliance of any of the terms set out in this Terms and Conditions. In addition, the Bank, its authorized vendor, its employees, servants and agents shall have no obligation or liability of any kind (whether direct or indirect) to or through the Merchant with respect to its access to or use of the result obtained from the Tap On Phone and/or Tap On Phone Application or any part of them provided by or through the Bank and/or its authorized vendor and nothing in this clause shall exclude, restrict or modify the rights of the Bank herein and render the conditions of this clause void.

8.3 The Bank shall not be liable for any incidental or consequential damage arising from the use of the Tap On Phone and/or Tap On Phone Application. The Bank shall not be liable to the Merchant for any wrong transmission or divulging of information of the Buyer. The Bank shall not be liable to the Merchant and the Buyer for any loss or damage to the Merchant, the Buyer or any other person either directly or indirectly arising out of the performance of this Terms and Conditions.

8.4 All representation contained in any advertisement or printed matter relating to the goods and/or services offered by the Merchant shall be deemed to have been made by the Merchant and the Bank shall not in any way be liable for any claim whatsoever arising there from. The Bank shall not be responsible to the Buyer in any way or manner for any goods and/or services supplied by the Merchant, which shall in this instance be the sole responsibility of the Merchant. The Merchant shall comply with all legal requirements imposed on it in regard to the Terms and Conditions. Any legitimate disputes between the Merchant and the Buyer shall obligate the Merchant to resolve such disputes amicably and promptly with the Buyer.

8.5 Further, the Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by the Merchant or any other person as a consequence of accessing, browsing or using the Tap On Phone and/or Tap On Phone Application, including without limitation, for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with:

- 8.5.1 the Merchants' use of the Tap On Phone and/or Tap On Phone Application;
- 8.5.2 the Tap On Phone and/or Tap On Phone Application not being available;



- 8.5.3 any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Bank or its agents;
  - 8.5.4 attack or interference by any computer virus, corruption, worms or by any person;
  - 8.5.5 failure or delay in the execution of any of the Bank's obligations due to any cause beyond the control of the Bank including but not limited to causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides or 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;
  - 8.5.6 any inaccuracies, errors, defects of any content of the Tap On Phone and/or Tap On Phone Application;
  - 8.5.7 any operation malfunction or defect of the Merchants' Mobile Devices, systems or software used in accessing the Tap On Phone and/or Tap On Phone Application;
  - 8.5.8 any omission, delay in performance or non-performance of the Merchants' obligations under the provisions of this Terms and Conditions and any other rules, regulations, policies, and guidelines currently in force;
  - 8.5.9 the Bank acting on Instruction transmitted with the use of the Tap On Phone and/or Tap On Phone Application;
  - 8.5.10 fraudulent or unauthorised Instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Merchants in the event that the Merchants have acted fraudulently; and
  - 8.5.11 any corruption, destruction, alteration, loss of, malfunction or error in the course of communications that may affect the accuracy or timeliness of messages, Instructions or any data or information in the course of transmission which it has no control over.
- 8.6 This exclusion clause shall take effect to the fullest extent permitted by law.

## **9. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

9.1. All intellectual property rights including but not limited to trade marks, patent, copyright and designs, whether registered, registrable or otherwise, now or hereafter existing, attaching to, contained or incorporated in the Tap On Phone Application or related to the Tap On Phone (including but not limited to all information, data, material, graphics, files, text sound recordings and the sequence and arrangement of the same) are vested in the Bank and/or their respective third party proprietors. Any exploitation or such other use of the said intellectual property rights in any manner whatsoever without the express prior written consent of the Bank and/or the third party proprietor, as the case may be, is prohibited.

9.2. The Merchants' usage of the Tap On Phone and/or Tap On Phone Application does not grant the Customers a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise.

## **10. FEES AND CHARGES**

10.1. The Merchants acknowledge that the transaction fees is fixed at the rate as provided in the Hong Leong Bank Merchant Agreement. The Bank may offer promotional rate from time to time at the absolute discretion of the Bank.

10.2. The Merchant are also responsible for any fees and charges imposed by any network / telco service provider.

## 12. INTERNATIONAL USE

12.1. The Merchants shall NOT carry out business and use the Tap On Phone and/or Tap On Phone Application outside of Malaysia.

12.2. The Merchant shall be liable and responsible for any misconduct or misuse of the Tap On Phone / Tap On Phone Application out of Malaysia's jurisdiction.

## 13. SUSPENSION OR TERMINATION

14.1. The Bank is entitled at any time, suspend or terminate and/or restrict the Merchants' right of access to and use of the Tap On Phone / Tap On Phone Application at its sole and absolute discretion, should any one (1) or more of the following occur:

- 14.1.1 The Merchant ceases to be the Seller; or
- 14.1.2 The Merchant has provided the Bank with false or incomplete information for access to or use of the Tap On Phone / Tap On Phone Application; or
- 14.1.3 The Merchant has breached any term, condition, or provision of this Terms and Conditions or as laid down by any legal, regulatory, or other authority or body relevant hereto; or
- 14.1.4 The Merchant has become, threaten, or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy proceedings (where applicable).

14.3. The Seller may terminate the use of Tap On Phone / Tap On Phone Application by deleting the Tap On Phone Application and cease access or usage of Tap On Phone and further agree that the Bank shall not be obliged to effect any of the Instructions received on any day falling after the termination of use of Tap On Phone / Tap On Phone Application by the Seller.

14.4 For the avoidance of doubt, the Seller acknowledges that termination shall not affect the Seller's liability or obligations in respect of any Instructions in the Tap On Phone / Tap On Phone Application processed by the Bank on the Seller's behalf.

14.5 The Seller agrees and acknowledges that the Seller shall not hold the Bank liable for any loss, which the Seller may suffer as a result of termination of the use of the Tap On Phone / Tap On Phone Application.

## 15. INDEMNITY

15.1. The Merchant hereby agrees to indemnify and keep the Bank, its employees, agents, and business partners fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of or due to:

- 15.1.1 The Merchant's breach or violation of this Terms and Conditions or any third party rights; and
- 15.1.2 The Merchant's use, purported use or misuse of the contents of the Tap On Phone / Tap on Phone Application.

15.2 This obligation to indemnify the Bank shall survive the termination of this Terms and Conditions.

## 16. NOTICES

16.1. The Seller hereby consent to all notices and other communications which concern the Tap On Phone / Tap on Phone Application or are required under this Terms and Conditions may be given by the Bank in any one of the following manners:-

- 16.1.1 By ordinary post to the Seller's last known address in the Bank's records and such notification shall be deemed received two (2) days after posting;
- 16.1.2 By electronic mail to the Seller's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending;
- 16.1.3 By being displayed in the Bank's premises and such notification shall be deemed effective upon such display;
- 16.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;
- 16.1.5 Posting a message on the Tap On Phone / Tap on Phone Application (whichever the case maybe); or
- 16.1.6 By notification to the Seller in any other manner as the Bank deems fit.

16.2 All notices to the Bank concerning the Tap On Phone / Tap on Phone Application and this Terms and Conditions shall be in writing, signed by the Seller and sent to the Bank at the following Level 15, Menara Hong Leong, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur or in such other way as the Bank may notify the Seller from time to time:

## 17. WAIVER

17.1 No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy provided in this Terms and Conditions shall constitute a waiver or acquiescence of such default which shall effect or impair any right, power, privilege or remedy herein.

## 18. SEVERABILITY

18.1 If any of the provision and/or part of this Terms and Conditions becomes invalid, illegal, or unenforceable pursuant to any law, then the invalid and unenforceable provisions and/or any part thereof shall be deemed to have been superseded by a valid, enforceable provision and/or part that most closely matches the intent of the original provision and/or part and the remainder of the other provisions and/or part of this Terms and Conditions shall continue in full force and effect. Any such invalidity, illegality and unenforceability shall not affect or impair the remaining provisions and/or part of this Terms and Conditions herein.

## 19. GOVERNING LAW AND JURISDICTION

19.1 This Terms and Conditions shall be governed by the construed in all respects in accordance with the Laws of Malaysia and the Seller hereto agree to submit to the exclusive jurisdiction of the Malaysia Courts.

## 20. CHANGES TO THIS TERMS OF USE

- 20.1 The Bank reserves the right to vary, amend or supplement any of this Terms and Conditions by way of notice in such manner as deemed suitable by the Bank from time to time.
- 20.2 The Seller will be able to review the revised Terms and Conditions and upon access to the Tap On Phone Application the use of the Tap On Phone thereafter shall constitute the Seller's acceptance to the variations, amendments or supplements thereto.

## 21 REPRESENTATION AND WARRANTIES

- 21.1 The Tap On Phone / Tap On Phone Application is made available to the Seller strictly on an “as is” basis and no warranty is made in relation to the Tap On Phone / Tap On Phone Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description and all warranties which may be implied by law or custom are hereby excluded.
- 21.2 The Bank does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the Tap On Phone / Tap On Phone Application, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- 21.3 The Seller agrees that the Seller has placed no reliance on any representation, warranty or guarantee made by the Bank save and except for those representations, warranties or guarantees which have been expressly stated under this Terms and Conditions.
- 21.4 The Seller agrees / warrants and represents to the Bank that:
- 21.4.1 all information provided by the Seller to the Bank are true and accurate;
  - 21.4.2 the Seller will access the Tap On Phone Application only through means authorized by the Bank;
  - 21.4.3 the Seller will not impair or circumvent the proper operation of the Tap On Phone / Tap On Phone Application;
  - 21.4.4 the Seller will not use the Tap On Phone / Tap On Phone Application for fraudulent purposes, or for purposes other than the intended purposes of the Tap On Phone / Tap On Phone Application;
  - 21.4.5 the Seller agrees to observe all security measures in relation to the Tap On Phone / Tap On Phone Application and the access to and use of the Tap On Phone / Tap On Phone Application as specified in this Terms and Conditions and any other legislation, subsidiary legislation, rules and regulations, policies or guidelines as may be in force in relation thereto;
  - 21.4.6 the Seller shall not initiate any claims, actions or suits against the Bank, for any unauthorized use of the Tap On Phone / Tap On Phone Application, whether as a result of security measures being compromised or otherwise;
  - 21.4.7 the Seller shall not interfere with the access to and use of the Tap On Phone / Tap On Phone Application by other users of the Tap On Phone / Tap On Phone Application;
  - 21.4.8 the Seller shall not hack, attempt to hack or gain unauthorized access, whether directly or indirectly, into the Tap On Phone / Tap On Phone Application for any purpose whatsoever;
  - 21.4.9 this Terms and Conditions create legal, binding and valid obligations, enforceable against the Seller in accordance with its terms; and
  - 21.4.10 the Seller is in compliance with all the relevant legislations, laws, and regulations governing the Seller;
  - 21.4.11 for corporate person:

- 21.4.11.1 the Seller is a corporation duly registered or incorporated and validly existing under the laws of the jurisdiction of its organization or incorporation; and
- 21.4.11.2 the Seller has the full power and authority and have obtained all necessary authority and consent to enter into and perform the Seller's obligations under this Terms and Conditions, or such other agreements and arrangements referred to in this Terms and Conditions; and
- 21.4.11.3 there are no suits or proceedings pending against or affecting the Seller which, if adversely determined, would have a material adverse effect upon the performance of the Seller's obligations in accordance with this Terms and Conditions;

21.4.12 for individual person:

- 21.4.12.1 the Seller has reached the age of 18;
- 21.4.12.2 the Seller is not a bankrupt; and
- 21.4.12.3 there are no suits or proceedings pending against or affecting the Seller which, if adversely determined, would have a material adverse effect upon the performance of its obligations in accordance with this Terms and Conditions.