

These terms and conditions governing the Users's and Member's rights and obligations, as users, members, and , in connection with the usage by the User and Member of the Services provided by MOBILE WALLET. By participating in the business and using the Web and SMS Services provided by MOBILE WALLET, the User and Member are deemed to have acknowledged and accepted the use of the Services shall be governed by these terms and conditions and any other specific rules, procedures, terms and conditions for the products, services or facilities offered as determined or as may be amended by MOBILE WALLET at any time or from time to time at its absolute discretion. By accepting these Terms and Conditions, the User or Member is deemed to expressly understand and agree that the use of the Website, SMS Services and the products and services of the company are provided on 'as is' and 'as available' basis. Except when they are explicitly specified, the company disclaims, to the fullest extent permitted by law, all guarantees and promises, whether expressed or implied, including but not limited to guarantees of merchantability, fitness for any particular purpose and non-infringement of proprietary rights.

**User and Membership Requirements**

MOBILE WALLET, the MOBILE WALLET Logo, are either the brand name, registered trademarks, trademarks or copyright of MOBILE WALLET SDN BHD in Malaysia and/or other countries.

1. User and Membership is open to any individual of all age, regardless of gender, race, ethnicity, nationality, religion or sexual orientation. A person becomes a Member upon receipt, approval and registration of his application.
2. Applicants wishing to apply for corporate registration must submit and attach a certified true copy of Form 49, Form 24 or Form D directly to the Head Office.
3. Each User and Membership application shall be subjected to the Company's approval.
4. True, accurate, complete and current information must be provided in the SMS sign-up, showing that the applicant is not an existing Member. By submitting the SMS, the applicant agrees to comply with all local, state, provincial, federal or regional legal restrictions that may be applicable to his membership. In the event that after any period of time, all or any portion of the information submitted during application is no longer true, accurate, complete or current, the Member must ensure that The Company is informed of the changes so that its records can be updated.

**Membership Status**

5. Mobile Wallet Members are deemed to be independent individual or contractors, and shall operate their membership as independent dealers/distributors of products and services marketed by Mobile Wallet.

**1. DEFINITIONS**
**1.1 Definitions**

In these Terms and Conditions, the following words and expression shall have the following meanings unless the context otherwise requires:

- "Business Day"** means a day other than Saturday, Sunday or public holiday on which banks are open for business in Selangor Darul Ehsan and Kuala Lumpur;
- "User and Member"** means a User and Member who have been duly registered with MOBILE WALLET as a User and Member of MOBILE WALLET;
- "User and Member Service"** means the User and Member's account that is held and maintained with a bank or financial institution licensed under the Banking and Finance Act 2009;
- "Merchants"** means merchants, vendors, persons, corporation or entity registered with MOBILE WALLET to provide goods, products and services to the User and Member through the MW System;
- "MOBILE WALLET"** means **MOBILE WALLET SDN BHD (COMPANY NO: 665201-U)**, a company formerly known as Icallsoft Sdn Bhd incorporated and registered under the laws of Malaysia and having its business address at 6-6-3, 6th Floor, Block 6, Queen's Avenue, Jalan Shelley, 55100 Kuala Lumpur Malaysia;
- "mWallet"** means the account maintained by the User and Member with MOBILE WALLET containing only that the User and Member has purchased from MOBILE WALLET for the purposes of carrying out the MW Redemption;
- "MOBILE WALLET Website"** means the website of MOBILE WALLET bearing the url address [www.mobilewallet2u.com](http://www.mobilewallet2u.com) that is accessible by the User and Member;
- "MW System"** means the mobile SMS based redemption service facility utilizing a token prepaid model designed, developed and deployed by MOBILE WALLET facilitating *MOBILE WALLET User's and Member's mWallet* for the redemption of the goods, products and services by the User or Member from the Merchants through the User and Members' mobile phones;
- "MW Redemption"** means any redemption involving the use of the MW System by the User and Member to purchase goods, products or services from the Merchant;
- "Mobile Phone"** means any mobile phone with the SIM (Subscriber Identification Module) card bearing the Mobile Phone Number;
- "Mobile Phone Number"** means the mobile phone number which has been registered by the User and Member with MOBILE WALLET as the authorized mobile phone number from which the User and Member shall use the Services together with the Security PIN & Security Code;
- "Parties"** means collectively, MOBILE WALLET and the User and Member and "Party" shall mean any one of them;
- "Security PIN"** means the six alphanumeric personal identification number selected by the User and Member relating specifically to the Mobile Phone Number, which may be changed by the User and Member with prior notification to MOBILE WALLET through Web or SMS Services;
- "Services"** means redemption for goods, products and services through the MW System;
- "SMS"** means the short text message sent to and from mobile phones which text comprises words or numbers or an alphanumeric combination in accordance with the prevailing standards prescribed by the GSM Association;
- "Terms and Conditions"** means these Terms and Conditions governing the use of the Services by the User and Members as may be amended at any time and from time to time as and when MOBILE WALLET shall in its absolute discretion deems necessary and shall include:
- (i) any rules, procedures, terms and conditions for products, services or facilities, as determined by MOBILE WALLET from time to time; and
  - (ii) any documents, directives, correspondence and agreements referred to in these Terms and Conditions and forming a part hereof, together with any amendments made at any time or from time to time to any of the foregoing.

**1.2 Interpretation**

In these Terms and Conditions, unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) a reference to a party to a document includes that party's successors and permitted assigns;
- (d) a warranty, representation, undertaking, indemnity, covenant or agreement on the part of two or more persons binds them jointly and severally;
- (e) reference to clauses, schedules, paragraphs, annexures or appendices are references to the clauses or schedules in or paragraphs, annexures or appendices to these Terms and Conditions;
- (f) any agreement, notice, consent, approval, disclosure or communication under or pursuant to these Terms and Conditions shall be in writing;
- (g) reference to a document shall include references to any sort of document whether paper or paperless and expressed, described or transcribed on any substance either with alphabets, figures, symbols and/or marks;
- (h) no rule for the construction or interpretation of contracts shall apply to the disadvantage of either party for the reason that that party was responsible for the preparation of these Terms and Conditions or any part of it;
- (i) any reference to the provisions of any legislation made thereunder includes any statutory modification, amendment, revision, replacement or reenactment thereof;
- (j) any reference to a date or time is a reference to that date or time at Malaysia; and
- (k) where the day on or by which anything is to be done is a Saturday or Sunday or a public holiday in the place in which that thing is to be done, then that thing shall be done on the next succeeding Business Day.

**2. Use of Services**

2.1 During the period where the User and Member is registered with MOBILE WALLET as its User and Member, the User and Member shall be entitled to redeem products, goods or services from any Merchant through the MW System by using a mobile phone bearing the Mobile Phone Number and the Security PIN in accordance with these Terms and Conditions.

2.2 The User and Member shall ensure that he is acquainted with the guidelines and procedures for the use of the Services that are more particularly set out in the user guides that MOBILE WALLET may issue from time to time. MOBILE WALLET shall not be liable for any errors caused by the User and Member's use of the Services.

2.3 The User and Member acknowledges that MOBILE WALLET may at its absolute discretion refuse or permit the User and Member to use the Services without giving any reason or notice thereof.

**3. Security Pin**

- 3.1 The User and Member shall select a six (6) alphanumeric combination as the Security PIN in such manner as determined by MOBILE WALLET.
- 3.2 It is the User and Member's responsibility to keep the Security PIN confidential. The User and Member shall not at any time and under any circumstances reveal or disclose the User and Member's PIN to any unauthorized party and shall take all steps to prevent the disclosure of the Security PIN to any unauthorized party. As a security precaution, the User and Member should not save or store the Security PIN in the mobile phone with the Mobile Phone Number.
- 3.3 The Security PIN is confidential and constitutes the User and Member's signature when using the Services as MOBILE WALLET cannot and is not required to conduct manual comparisons of the User and Member's signature. The Security PIN used in conjunction with the Mobile Phone Number is the method by which MOBILE WALLET can identify the User and Member. The User and Member acknowledges and confirms that monetary value stored in the MOBILE WALLET mWallet can be transferred to other persons by using the Security PIN in conjunction with the Mobile Phone Number.
- 3.4 Any notification or confirmation received by MOBILE WALLET sent by the Mobile Phone Number together with the Security PIN shall be deemed to have been issued by the User and Member notwithstanding that such notification or confirmation may have been issued by a third party, whether authorized or otherwise, and the User and Member shall be bound by such notification or confirmation.
- 3.5 MOBILE WALLET shall not be liable for acting on the notification or confirmation sent by the Mobile Phone Number together with the Security PIN. MOBILE WALLET shall not be obliged to investigate the authenticity or authority of persons effecting the notification or confirmation or verify the completeness of such notification or confirmation. Subject to Clause 7.2.1, such notification or confirmation shall be deemed irrevocable and binding on the User and Member upon receipt by MOBILE WALLET notwithstanding any error, fraud, forgery and lack of clarity or misunderstanding in respect of the terms of such notification or confirmation. The User and Member shall immediately notify MOBILE WALLET upon receipt of incomplete, garbled or inaccurate data or information from MOBILE WALLET. The User and Member shall be responsible to immediately notify MOBILE WALLET upon receipt of any data or information which is not intended for the User and Member and the User and Member shall delete such data or information from the Mobile Phone.
- 3.6 The User and Member shall immediately delete all SMS or other source of information containing the Security PIN stored in the Mobile Phone.
- 3.7 The User and Member must not confirm any notification in respect of a doubtful or unauthorized MW Redemption.

**4. Registration of User and Member, Utilization of Funds**

- 4.1 The User and Member must register with MOBILE WALLET prior to carrying out the first MW Redemption.
- 4.2 As part of the registration procedures, the User and Member must notify MOBILE WALLET of the User and Member's personal information, including, without limitation, full name and identity card number.
- 4.3 The User and Member irrevocably and unconditionally agrees that, subject to the availability of funds in the MOBILE WALLET mWallet, the total aggregate value of the MW Redemption carried out by the User and Member for each month shall not exceed a maximum limit ("Maximum Limit") as MOBILE WALLET may determine at any time and from time to time.
- 4.4 If the User and Member attempts to carry out MW Redemption exceeding the Maximum Limit, MOBILE WALLET shall have the absolute discretion to deny or reject such MW Redemption.

**5. Authorization by the User and Member**

- 5.1 The User and Member hereby irrevocably and unconditionally authorises MOBILE WALLET to forward the User and Member's contact information to the relevant Merchant upon receipt of a notification from the User and Member that he intends to redeem the relevant goods, products or services.
- 5.2 The User and Member irrevocably and unconditionally allows and permits MOBILE WALLET to send SMS to the User and Member in respect of:
- 5.2.1 updates on services and events offered or provided by MOBILE WALLET;
- 5.2.2 notification of promotions, events or services offered or provided by the Merchants that have prior redemptions with the User and Member.
- 5.3 The User and Member irrevocably and unconditionally allows and permits the Merchants that have prior redemptions with the User and Member, to contact or send SMS to the User and Member to provide updates on the services offered or provided by the Merchants or notify reminders of important events.

**6. Availability of Service**

- 6.1 The Services are usually available on a daily basis unless otherwise specified herein.
- 6.2 There may be certain times that the Services may not be available due to maintenance or malfunction of the MW Redemption System or such other reasons beyond the control of MOBILE WALLET. MOBILE WALLET makes no warranty that the Services will be available at the times stated herein.
- 6.3 Unless otherwise provided in these Terms and Conditions, MOBILE WALLET shall be entitled at its absolute discretion, without notice to the User and Member, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.
- 6.4 Notwithstanding any provisions to the contrary in these Terms and Conditions, MOBILE WALLET shall be entitled to:
- 6.4.1 immediately terminate, discontinue, withdraw or suspend the User and Member's account and use of the Services without notice; or
- 6.4.2 impose conditions or restrictions on the User and Member's use of the Service without notice.
- 6.5 In addition to and not in derogation of Clause 6.4, if User and Member does not utilize the Services (or any of them) for a continuous period of three (3) months, MOBILE WALLET shall be entitled to charge a fee for the maintenance of the MOBILE WALLET mWallet.

**7. Redemption Procedures****7.1 Procedures**

The User and Member shall comply with and observe all procedures stipulated by MOBILE WALLET in carrying out each MW Redemption.

**7.2 Objections**

- 7.2.1 If the User and Member disagrees with any MW point deducted from the MOBILE WALLET mWallet for any MW Redemption, the User and Member shall forthwith notify MOBILE WALLET, by contacting the User and Member Service, before 6.00 p.m. on the same day of that disputed MW Redemption. MOBILE WALLET shall withhold the disputed amount from the Merchant until receipt of a written confirmation that the dispute has been resolved. Any notification from the User and Member received by MOBILE WALLET after 6.00 p.m. shall be dealt with in accordance with Clause 7.3 on the next Business Day. For the avoidance of doubt, the User and Member must notify MOBILE WALLET of an alleged fraudulent MW Redemption within twenty four (24) hours of its occurrence. The User and Member acknowledges and agrees that there will be no automatic point refund and the User and Member must resolve the dispute directly with the Merchant.
- 7.2.2 If the User and Member fails to notify MOBILE WALLET by contacting the User and Member Service, within twenty four (24) hours of the occurrence of the disputed MW Redemption, MOBILE WALLET shall not be liable in any manner whatsoever for the disputed point value so released by MOBILE WALLET to the Merchant.

**7.3 Dispute Resolution in relation to amount deducted from Account**

- 7.3.1 MOBILE WALLET shall not be responsible and liable to:
- (a) the User and Member in any manner whatsoever for any goods, products or services redeemed from the Merchant; and
- (b) the Merchant in the event a User and Member disputes an MW Redemption.
- 7.3.2 Save for fraudulent MW Redemption alleged by a User and Member, MOBILE WALLET shall not be under any obligation or responsibility to investigate any disputes on the MW Redemption between the Merchant and a User and Member. All disputes on a MW Redemption shall be resolved between the Merchant and the User and Member.
- 7.3.3 Within seven (7) days from the User and Member's notification of a disputed MW Redemption to MOBILE WALLET, the User and Member shall furnish MOBILE WALLET with all requisite supporting documents and information in relation to and in connection with the disputed MW Redemption and complete such other forms and documents as MOBILE WALLET may require. The User and Member shall also provide written representation as to the nature of the dispute with the Merchant.
- 7.3.4 If the User and Member fails or refuses to comply with Clause 7.3.3, MOBILE WALLET shall proceed to release to the Merchant the redemption value in respect of that disputed MW Redemption at the expiry of the seven (7) day period stated in Clause
- 7.3.5 or such other duration as MOBILE WALLET may determine from time to time or at any time during the Term.
- 7.3.6 MOBILE WALLET shall investigate the alleged fraudulent MW Redemption, including obtaining the written representation from the Merchant.
- 7.3.7 MOBILE WALLET shall notify the User and Member and the Merchant of the outcome of such investigation within ten (7) Business Days (or such other duration as MOBILE WALLET may determine from time to time or at any time during the Term) from MOBILE WALLET's receipt of all the documents and information stated in Clause 7.3.3.
- 7.3.8 The decision made by MOBILE WALLET pursuant to the investigation shall be final, binding and conclusive, save for manifest errors.
- 7.3.9 Where the outcome of the investigation by MOBILE WALLET:
- (a) shows that such MW Redemption is fraudulent, MOBILE WALLET shall refund to the User and Member the MW point of the MW Redemption by crediting such point into the MOBILE WALLET mWallet; or
- (b) shows that such MW Redemption is not fraudulent, the User and Member shall be notified accordingly.

**8. Top-Up of MOBILE WALLET mWallet**

- 8.1 The User and Member may top-up the value in the MOBILE WALLET mWallet by the prescribed methods and upon such terms and conditions as MOBILE WALLET may at its absolute discretion determine at any time or from time to time.

**9. Quality of Products, Goods or Services**

- 9.1 The User and Member agrees and confirms that MOBILE WALLET makes no representations or warranties in respect of the products, goods and services offered by the Merchants, including, without limitation, the quality, accuracy, adequacy, timeliness, fitness for any purposes or completeness of any of the products, goods or services.
- 9.2 The User and Member shall hold the relevant Merchant liable and shall claim or bring an action against the relevant Merchant for any defective or bad quality products, goods or services redemption.

**10. Limitation on Liability**

10.1 The User and Member agrees and confirms that he shall not hold MOBILE WALLET, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the MW Redemption or these Terms and Conditions.

10.2 If at any event, MOBILE WALLET, its employees, agents or licensees are found liable to the User and Member, such liability is limited to the actual amount of direct damages.

**11. Reliability of SMS**

11.1 The User and Member is aware that all redemptions conducted by way of the MW System is through notification and confirmation sent by SMS to the MW System.

11.2 The User and Member is fully aware that the User and Member's receipt of the notification from MOBILE WALLET and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. The User and Member accepts that MOBILE WALLET cannot guarantee the prompt delivery of such notification or confirmation.

11.3 The User and Member acknowledges and confirms that the User and Member shall take all steps and measures to check and verify the redemption history of the User and Member on the MOBILE WALLET Website.

**12. Loss of Mobile Phone**

12.1 The User and Member shall immediately notify MOBILE WALLET of the loss of Mobile Phone.

12.2 The User and Member shall be liable for all redemptions conducted through MW System from the Mobile Phone together with the Security PIN at any time prior to the receipt by MOBILE WALLET of the User and Member's notification of the loss of Mobile Phone.

**13. Record of Redemptions**

13.1 The User and Member may access the MOBILE WALLET Website and view the redemption history of the User and Member for the preceding ninety (90) days. All redemptions information shall be displayed in MW Points.

13.2 The User and Member may print out the redemption history from his own computer terminal.

13.3 The User and Member acknowledges and agrees that MOBILE WALLET is not under any obligation whatsoever to issue monthly statements to the User and Member detailing the redemptions conducted by the User and Member through the MW System.

**14. Disclosure of Information**

14.1 MOBILE WALLET shall be entitled and the User and Member irrevocably and unconditionally consents and authorises MOBILE WALLET to the extent permitted by law, to disclose or release any information pertaining to the User and Member or the User and Member's redemption through MW System to such extent that MOBILE WALLET may at its absolute discretion deem fit to:

14.1.1 the relevant Merchants;

14.1.2 such other persons as MOBILE WALLET may be required to disclose under the applicable law;

14.1.3 such other persons or entity pursuant to any governmental directive or order of the court; or

14.1.4 any other party whomsoever as MOBILE WALLET may at its absolute discretion deems fit.

**15. Applicable Laws and Regulations**

15.1 The User and Member's use of the Services shall be governed by the laws of Malaysia.

15.2 Where required, the User and Member shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.

15.3 For redemptions within Malaysia, the User and Member shall not violate the laws of Malaysia.

15.4 The User and Member shall fully indemnify, defend and hold MOBILE WALLET and its related corporations harmless from and against any and all suits, actions, judgements, damages, costs, losses, expenses (including legal fees on a solicitors and client basis) and other liabilities arising from a breach or contravention or non-compliance with any provision of this Clause 16.

**16. Suspension, Termination and Cancellation of Services**

16.1 The Services (or any part thereof) may be cancelled by MOBILE WALLET at any time without prior notice to the User and Member. After cancellation, the Services (or any part thereof) may be reinstated in such manner and on such terms and conditions as MOBILE WALLET may at its absolute discretion determine.

16.2 MOBILE WALLET reserves the right at all times to suspend or block access to and use of the Services (or any part thereof) for any reason whatsoever and for any length of time and upon any conditions that MOBILE WALLET may at its absolute discretion determine.

16.3 Upon cancellation or termination of the Services (or any part thereof):

16.3.1 all rights granted to the User and Member hereunder shall immediately terminate and shall revert to MOBILE WALLET;

16.3.2 MOBILE WALLET may at its absolute discretion, decide not to act on any confirmation or request received by MOBILE WALLET after the effective date of termination;

16.3.3 MOBILE WALLET may at its absolute discretion, decide not to act on any confirmation or request received by MOBILE WALLET between the date of notice is given to the User and Member and the effective date of termination (if there is a lapse of time between the two dates).

**17. Termination by User and Member**

17.1 The User and Member may terminate the usage of the Services pursuant to these Terms and Conditions at any time by contacting the User and Member Service.

**18. Notices**

18.1 All notices and documents required to be given by the User and Member under these Terms and Conditions to MOBILE WALLET shall be sent to MOBILE WALLET by way of ordinary post or registered post to the following address (or such other address as MOBILE WALLET may notify at any time or from time to time):

**6-6-3, 6th Floor, Block 6, Queen's Avenue, Jalan Shelley, 55100 Kuala Lumpur.**

Any notice or document sent by the User and Member to MOBILE WALLET shall be deemed served when such notice or document is received by MOBILE WALLET.

18.1 All notices and documents required to be given by MOBILE WALLET under these Terms and Conditions to the User and Member shall be sent to the User and Member by any one of the following methods:

18.1.1 ordinary or registered post to the User and Member's last known address according to MOBILE WALLET' records;

18.1.2 by facsimile to the User and Member's last known facsimile number according to MOBILE WALLET' records;

18.1.3 electronic mail to the User and Member's last known electronic mail address according to MOBILE WALLET' records;

18.1.4 posting the notice or communication on MOBILE WALLET Website;

18.1.5 notices placed with or in any of MOBILE WALLET written communications to the User and Member;

18.1.6 telephone call to the User and Member's last known telephone number according to MOBILE WALLET' records;

18.1.7 notices placed through any media; or

18.1.8 any manner of notification as MOBILE WALLET may at its absolute discretion determine.

18.2 Any notice or document or communication given by MOBILE WALLET to the User and Member shall be deemed to be served and received by the User and Member:

18.2.1 if sent by ordinary or registered post, within three (3) days of posting; or

18.2.2 if sent by other methods stated in Clauses 18.2.2 to 18.2.8, the Business Day following the sending of such notice or document.

**19. Waiver and Severance**

19.1 Any failure by MOBILE WALLET to enforce at any time or for any period any one or more of these Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce these Terms and Conditions.

19.2 In the event that any provisions of these Terms and Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable MOBILE WALLET shall amend that provision in such reasonable manner as would achieve the intention of MOBILE WALLET or at the discretion of MOBILE WALLET it may be severed from these Terms and Conditions and the remaining provisions remain in full force and effect.

**20. Variation**

20.1 These Terms and Conditions may be modified, added to, deleted or varied by MOBILE WALLET by way of posting on MOBILE WALLET Website or in any such other manner as MOBILE WALLET may in its absolute discretion determine.

20.2 The User and Member shall access MOBILE WALLET Website at regular intervals of time to view these Terms and Conditions and to ensure that the User and Member is kept up-to-date with any changes or variations to these Terms and Conditions.

20.3 The User and Member agrees that continued use of the Services shall constitute the User and Member's acceptance of these Terms and Conditions (as modified and varied from time to time).

**21. Assignment**

21.1 The User and Member may not assign its rights under these Terms and Conditions without the prior written consent of MOBILE WALLET.

21.2 MOBILE WALLET may assign its rights under these Terms and Conditions without the prior written consent of the User and Member.

**22. Binding Effect**

22.1 These Terms and Conditions shall be binding on the heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) of the User and Member and MOBILE WALLET.

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