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## **DEFINITIONS**

For the purpose of these Terms and Conditions and Product Disclosure Sheet, the following shall have the meanings as defined below:

“AMLA”	Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001
“BNM”	Bank Negara Malaysia
“Fasspay”	means Fass Payment Solutions Sdn Bhd (Company Registration No.: 201201032773 (1017261-P), licensed e-money issuer in Malaysia
“Issuer”	means Fasspay
“Mobile Application” or “Application”	means KASHplus
“Party” or “Parties”	means Fasspay and Partner
“Partner”	means Virtualflex Sdn. Bhd. (Company Registration No.: 201401018233 (1094320-K))
“Service”	means KASHplus E-Wallet and KASHplus Visa Prepaid Card
“Terms of Use”	means the Terms and Conditions stated herein
“Terms of Use URL”	Means <a href="https://public-assets.fasspay.com/ew/partner/virtualflex/termsofservice_en.html">https://public-assets.fasspay.com/ew/partner/virtualflex/termsofservice_en.html</a>
“User”	means you or the individual using the KASHplus E-Wallet as defined below
“KASHplus E-Wallet”	means KASHplus’s e-wallet provided by Partner in collaboration with Fasspay
“KASHplus Visa Prepaid Card”	means Visa Prepaid Card linked to KASHplus provided by Partner in collaboration with Fasspay

## **TERMS AND CONDITIONS FOR USERS OF KASHPLUS E-WALLET**

*Last updated: 2 July 2021*

**Important** - Please read the following terms and conditions carefully. By using the Service (as defined below) provided or supplied by **Issuer** in collaboration with (**Partner**), you agree that you have read, understood, accepted and agreed with the Terms and Conditions and the Privacy Policy and Personal Data Protection Policy for Users of KASHplus E-Wallet ("**Privacy Policy**"). You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms and Conditions of the Service and/or the Privacy Policy and wish to discontinue using the Service, please do not use the Application or the Service.

The Terms and Conditions stated herein (collectively, the "**Terms of Use**") constitute a legal agreement between you (the "**User**"), the Partner and **Issuer** ("**Agreement**"). The Partner and **Issuer** shall be referred to collectively in this Agreement as the "**Parties**".

By using the KASHplus E-Wallet supplied to you by Issuer, and downloading, installing or using KASHplus E-Wallet, Partner's Mobile Application or any associated software or platform provided and/or supplied by Partner and/or Issuer ("**Software**") which purpose is to enable persons seeking to establish an account with the Partner and use KASHplus E-Wallet, a Designated Payment Instrument issued by Issuer under the Financial Services Act 2013 and regulated by Bank Negara Malaysia ("**BNM**") ("**KASHplus E-Wallet** and more generally "**Service**") and or other product or services provided and/or supplied by Issuer, its parent entity Soft Space Sdn. Bhd., the Faspay group of companies, subsidiaries and related entities (collectively referred to in the Terms of Use as "**Faspay Group**"), you hereby expressly acknowledge and agree to be bound by the Terms of Use, the Privacy Policy and the Product Disclosure Sheet for KASHplus E-Wallet. You are aware and agree that Issuer may, at its sole discretion, from time to time and at any time, update or revise the Terms of Use, the Privacy Policy and the Product Disclosure Sheet published at Terms of Use URL or through Partner's Mobile Application. Your continued use of the Service shall be deemed to be your express acceptance of any revised Terms of Use, revised Privacy Policy and revised Product Disclosure Sheet. You should check this page from time to time if you wish to review the changes to the Terms of Use and the Privacy Policy.

### **1. USE OF KASHPLUS E-WALLET**

- 1.1 KASHplus E-Wallet or the Service is provided by the Partner in collaboration with Issuer. KASHplus E-Wallet is an electronic wallet platform ("**e-wallet**") operated by Issuer that allows you to make in-App digital payments at product and service providers, merchants and agents' point-of-sale terminals or readers lawfully accepting payments using KASHplus E-Wallet within Partner's Mobile Application, provided always that no payments in violation of the Terms of Use shall be permitted.
- 1.2 You may use KASHplus E-Wallet to make payments only where KASHplus E-Wallet is lawfully accepted.
- 1.3 By using and/or by your continuous use of KASHplus E-Wallet or any product and/or services provided by the Parties, you are deemed to have agreed to all relevant and applicable terms and conditions including without limitation, this Terms of Use and the Privacy Policy and the Personal Data Protection Policy.

### **2. KASHPLUS E-WALLET ACCOUNT ELIGIBILITY**

- 2.1 To use KASHplus E-Wallet, you must register for a KASHplus E-Wallet account with the Partner. You shall provide the Parties, with the necessary identification documentation, through KASHplus E-Wallet Mobile Application in order to assess your eligibility for a KASHplus E-Wallet account. You must be of 12 years old and above to qualify for a KASHplus E-Wallet account. In the event you are under the age of 18 years old, you hereby expressly agree and accept that you have the permission, consent and/or approval from your parents and/or lawful guardian to register for a KASHplus E-Wallet account and/or to use KASHplus E-Wallet.
- 2.3 You must provide current, complete and accurate information and maintain such information as current and accurate during your use of KASHplus E-Wallet. The Parties may require you to provide additional information as a condition for the continuous use of KASHplus E-Wallet or to allow you to use other products and/or services offered by the Parties, or to determine whether to disallow your use of KASHplus E-Wallet. You agree to provide such information as required or requested by the Parties, including information necessary to validate your identity or confirm the authenticity of any Banking Account which you register with your KASHplus E-Wallet account.

### 3. RELATIONSHIP AND RESPONSIBILITIES

- 3.1 Issuer is a digital wallet payment service provider. Our services cover the hosting, creation, maintenance, and provision of our mobile wallet services including without limitation, KASHplus E-Wallet. As a digital wallet service provider, Issuer will:
- Maintain a separate account (with the equivalent of a trust service provider) to hold your funds apart from our corporate funds.
  - Perform the transfer of funds to a third-party account from your KASHplus E-Wallet account upon your instruction through your KASHplus E-Wallet account.
- 3.2 Issuer is payment facilitator and is not a licensed financial institution. We do not provide any banking services including without limitation, credit or loan facilities, savings accounts and etc. Your funds deposited with Issuer through your KASHplus E-Wallet account shall not accumulate interest nor any sort of earnings.
- 3.3 You are aware and acknowledge that certain message and mobile data rates may apply from your wireless service providers and/or carriers which may impact your use of KASHplus E-Wallet. For example, your mobile service carrier or provider may impose data usage for your use of KASHplus E-Wallet, including without limitation, the downloading of the required software, the receiving or sending text messages, or other use of your mobile device when using the products and/or services provided in KASHplus E-Wallet. You agree that you are responsible for any such fees and/or restrictions.
- 3.4 You are aware and agree that we may contact you through your mobile device, through email or automatic phone calls or text messages, for any purpose regarding your KASHplus E-Wallet account, including but not limited to account servicing.

### 4. USE OF KASHPLUS E-WALLET ACCOUNT AND MAINTENANCE

- 4.1 You may choose to add any credit cards or payment cards or such other methods to transfer funds into your KASHplus E-Wallet account as are made available in the Application (“**Funding Source(s)**”) including the debit of your KASHplus E-Wallet account using funds in your Bank Account. You may make a transfer of funds into your KASHplus E-Wallet account with any amount at any time, up to a maximum total amount of funds as approved by Partner in your KASHplus E-Wallet account, to meet the minimum balance requirement of KASHplus E-Wallet. You may not use any funding source for which you do not have authority to use for top-up or reload of the KASHplus E-Wallet.
- 4.2 You are responsible to ensure that there is sufficient balance in your KASHplus E-Wallet account before using the Service for the total cost of the transaction to meet the conditions as following:
- Maximum Wallet Limit is the amount as approved by Partner.
  - Maximum Daily and Monthly Transaction Limit is the amount as approved by Partner.
- 4.3 You agree that we may verify and authorise the Funding Source details when you first register the Funding Source with us in connection with your use of KASHplus E-Wallet. In the case of credit cards as Funding Sources, you agree that we may issue a reasonable authorisation hold, which is not an actual charge against your credit card, in order to verify your payment method through your credit card. The authorisation hold may appear in your statement as “pending”. The authorisation hold is issued as a preventive measure against any unauthorised or fraudulent usage of your credit card. In the event your payment through KASHplus E-Wallet using a credit as your Funding Source is processed overseas, you shall be liable for any additional charges in relation thereto.
- 4.4 You agree that when you directly add funds to your KASHplus E-Wallet account using online banking, you confirm that you are legally authorized to access the bank account you have used.
- 4.5 You may make payments for an amount, up to the total amount in your KASHplus E-Wallet account (whichever is higher), or up to the limit set by your credit card issuer. When you make or receive a payment, you are liable to Issuer for the full amount of the payment made plus any fees if the payment is later invalidated for any reason including but not limited to claims, chargebacks, or if there is a reversal of the payment. You agree to allow

Issuer to determine (or in the case where a credit card is used as the Funding Source, to work with your credit card issuer) to determine the appropriate party to incur the burden of such claims, chargebacks, or reversals and where applicable to recover any amounts due to Issuer in relation any payments made by you.

- 4.6 You are responsible to resolve any disputes with your credit card issuer. You shall be responsible for all losses, reversals, fees, claims, penalties or chargebacks, incurred by you or Issuer, another User, or a third party caused by or arising out of your breach of this Agreement, damage to or loss of your mobile device, the authorised use of your KASHplus E-Wallet account by a third party and/or your use of the Service, and where such are borne by Issuer, another User or a third party you agree to reimburse the same for any and all such liability.
- 4.7 You may request withdrawal on the fund available in your KASHplus E-Wallet account, so long as the minimum balance requirement is met, Issuer will charge a fee for each withdrawal request. The charges will be paid by deducting from your KASHplus E-Wallet account.
- 4.8 If you suspect that your mobile device is lost or stolen, or that an unauthorized KASHplus E-Wallet transaction has been made, you are aware and agree that your KASHplus E-Wallet account shall continue to be operative until you notify the Partner that your KASHplus E-Wallet account has been compromised. You should notify the Partner of any loss, theft or if your KASHplus E-Wallet account is compromised as soon as possible. The Parties has in its absolute right to suspend your KASHplus E-Wallet and/or the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Parties reasonable believes you to be in breach of the Terms of Use. You agree that you will cooperate with Issuer in relation to any financial crime screening that is required and to assist Issuer in complying with any applicable and prevailing laws or regulations. You agree to immediately notify the Partner via email or through the Partner's Customer Service telephone number, of any fraudulent activity or theft of funds in the KASHplus E-Wallet of which you become aware of, the Partner shall suspend your KASHplus E-Wallet account upon your notification to the Partner.
- 4.9 Any KASHplus E-Wallet account suspension shall be effective within twenty-four (24) hours of the notification to the Partner. You remain liable to Issuer for all your KASHplus E-Wallet account transactions (including all costs associated with its unauthorized use) prior to the suspension of your KASHplus E-Wallet account. Issuer shall not be responsible to refund any monies arising from use by any persons till the expiry of 24 hours from the date of notification.
- 4.10 If requested, the Partner shall refund the balance in your KASHplus E-Wallet account (less any applicable fees payable to the Partner) within fourteen (14) of receipt of a request or notification to the Partner through KASHplus E-Wallet or through the Partner's Customer Service. Please notify or report to the Partner immediately if your KASHplus E-Wallet account is compromised. If not, and in the event an auto top-up instruction is linked to your KASHplus E-Wallet account, you will be liable for any such top-up made as and when such a top-up is successful. Any top-up or credit resulting from an auto top-up linked to your KASHplus E-Wallet account will only be refunded or replaced, if you have promptly reported or notified the Partner that your KASHplus E-Wallet account has been compromised.

## **5. TERMINATION**

- 5.1 You may terminate your KASHplus E-Wallet account at any time, by selecting the option to close your account through the Application, or the desktop Application (as and when made available by the Parties with or without prior notice to you). Once you confirm closure of your KASHplus E-Wallet account, the following will occur:
- Cancellation of any pending transactions. Note that if you were in the process or purchasing goods/services, that transaction will be cancelled.
  - Any offline tokens assigned to your KASHplus E-Wallet account will be disabled.
  - Any credit cards or payment cards which you have linked to your KASHplus E-Wallet account will be disabled.
  - Any remaining funds will be remitted to your Bank Account or credit card, linked to your KASHplus E-Wallet account. If you would prefer the funds, be remitted to a different bank account, please write in to us with the details of such bank account. The funds will be remitted to you once deductions for administrative fees payable to the Partner for the KASHplus E-Wallet account closing (if any) have been made, but in any case, within fourteen (14) days from your request for closure of your KASHplus E-Wallet account.

- 5.2 Issuer reserves the right to hold the funds in your KASHplus E-Wallet account for a reasonable period of time for any investigation purposes if Issuer suspects that your KASHplus E-Wallet account has been subjected to fraud or is the subject of a dispute with (a) any merchant accepting KASHplus E-Wallet as a mode of payment or (b) another KASHplus E-Wallet account.
- 5.3 Your KASHplus E-Wallet account will be suspended in the event that it is dormant or inactive or no transactions have been effected by you through KASHplus E-Wallet account for a period of twelve (12) months. You will be required to contact us to reactivate your KASHplus E-Wallet account and applicable dormant fee will be applied during the inactive period. The dormant fee shall be chargeable annually upon your KASHplus E-Wallet account is suspended due to inactive, for up to a period of seven years or until the balance in your KASHplus E-Wallet account is depleted, whichever is earlier.
- 5.4 Either Issuer, the Partner or you may terminate this Agreement with one (1) months' notice in writing to the other.
- 5.5 You hereby agree that this Agreement shall terminate immediately in the event that you are:
- Deceased; or
  - Found to be in breach of any of the Terms of Use in this Agreement.
- 5.6 In the event of any of the above, Issuer reserves the right to deal with any such trustee, executive or representative of the Malaysian Courts as in its sole discretion considers appropriate regarding the administration of any outstanding balance in your KASHplus E-Wallet account.
- 5.7 You are invited to contact the Issuer in the first instance in the event you wish to make a complaint on the use of the Service either through [wallet.support@fasspay.com](mailto:wallet.support@fasspay.com) email or through the Fasspay's Customer Service telephone number, +6 015-4600 0188
- 5.8 The Parties wish to highlight that you may use the BNM BNMLINK and TELELINK services regarding issues surrounding the conduct and activities of BNM regulated entities, including the issuers of Designated Payment Instruments such as Fasspay. The Parties are committed to giving its full cooperation with BNM and encourages you to make full use of the BNM BNMLINK and TELELINK services if they wish to do so. The details of BNM BNMLINK and BNM TELELINK are set out below:
- BNMLINK  
(Walk-in Customer Service Centre)
- Ground Floor, D Block,  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: +603-2698-8044 extension 8950 / 8958 (BNMLINK general line)
- BNMTELELINK  
Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur
- Tel: 1-300-88-5465 (1-300-88-LINK)  
(Overseas: +603-2174-1717)  
Fax: +603-2174-1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- 5.9 You agree to raise any complaints and disputes regarding any incorrect Service within twenty-one (21) days of the transaction, or of you becoming aware of the fraudulent usage of the KASHplus E-Wallet, whichever is earlier.

## **6. KASHPLUS E-WALLET ACCOUNT OWNERSHIP AND SECURITY**

- 6.1 You are solely responsible for maintaining the security and confidentiality of your KASHplus E-Wallet account login ID, KASHplus E-Wallet account and password or any identification that the Partner may provide you which allow access to the Service.
- 6.2 You will provide the Partner with proof of identity as it may reasonably request or require. You acknowledge and agree that only one (1) KASHplus E-Wallet account can be registered on one mobile phone or other electronic device operating the Application.
- 6.3 You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that if your information is untrue, inaccurate, not current or incomplete in any respect, the Parties has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice.
- 6.4 You will only use an access point or device which you are authorised to use to access KASHplus E-Wallet. You are responsible for restricting access to your mobile device or personal computer to prevent unauthorised access to your KASHplus E-Wallet account. You agree to accept responsibility for all the transactions that in your KASHplus E-Wallet account, whether or not authorized by you.
- 6.5 You shall take all necessary steps to ensure, and you agree: -
- (a) not to leave your mobile device unattended while logged-in to Application and to log off immediately at the end of each session;
  - (b) to keep your KASHplus E-Wallet account password confidential and secured; and
  - (c) to immediately inform the Partner if you have any reason to believe that your KASHplus E-Wallet account password has become known to a third party.
- 6.6 You represent that you are the legal owner of the Bank Account, credit cards and other financial information which may be retrieved through your KASHplus E-Wallet account. You represent that all information you provide to us in connection with the KASHplus E-Wallet is accurate, current, and complete, and that you have the right to provide the information to us for the purpose of using KASHplus E-Wallet.
- 6.7 Issuer is required to comply with the provisions of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“**AMLA**”) as an operator of Designated Payment Instrument under BNM.
- 6.8 As a user of KASHplus E-Wallet, you shall be required to provide to Issuer with such data to allow Issuer to establish and verify your identity both at the time of opening the KASHplus E-Wallet account and on an ongoing basis, in order to facilitate compliance by Issuer with the provisions of the AMLA.
- 6.9 You hereby acknowledge and agree that Issuer and its affiliates may use such data provided for the purposes of establishing your identity and implementing an ongoing monitoring programme to ensure your adherence and/or Issuer’s adherence to the provisions of AMLA, and complying with any anti-money laundering or counter terrorism financing laws applicable to Issuer or its affiliates, together with sharing such data internally with its affiliates and third-party outsources, as well as in relation to transfers and reporting of such data and your transactions to BNM, and such other regulatory authority or law enforcement agencies as Issuer may deem appropriate.

## **7. AMENDMENTS TO THE TERMS OF USE**

- 7.1 We may, in our sole discretion, amend, revise, vary, modify, or update the Terms of Use and suspend or cancel your KASHplus E-Wallet account or your eligibility to use your KASHplus E-Wallet account at any time. By your continuous use of the Service KASHplus E-Wallet, you are deemed to have read and agree to any of such amendment, revision, variation, modification or update to the Terms of Use. You should check this page from time to time if you wish to read the latest Terms of Use.
- 7.2 Issuer and/or the Partner shall give you at least twenty-one (21) days prior notice through email or through the Services before any variation of this Terms of Use.

## **8. REPRESENTATION AND WARRANTIES**

- 8.1 By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to adhere by the Terms of Use. You further confirm that all the information which you provide to the Parties shall be true and accurate.
- 8.2 Your use of the Service is for your sole personal usage. You undertake not to authorise any third party or persons to use your identity or your user status, and you may not assign or transfer your KASHplus E-Wallet account to any other person or entity. When using the Service, you agree to comply with all applicable laws in Malaysia or otherwise in the country, state or city in which you are present whilst using the Service.
- 8.3 You may only access the Service using authorised means. It is your responsibility to check and ensure that you have downloaded and are using the correct Software for your device. The Parties shall not be liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. The Parties reserves the right not to permit you to use the Service should you use the Application and/or the Software with an incompatible or unauthorised device or for purposes other than which the Software and/or the Application is intended to be used.
- 8.4 By using the Software and/or the Application, you agree that:
- (a) You will only use the Service for lawful purposes;
  - (b) You will only use the Service for the purpose for which it is intended by the Parties to be used;
  - (c) You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
  - (d) You will not use the Service, the Application and/or the Software for purposes other than obtaining the Service;
  - (e) You will not impair the proper operation of the network;
  - (f) You will not try to harm the Service, the Application and/or the Software in any way whatsoever;
  - (g) You will not copy or distribute the Software without obtaining consent in writing from the Parties;
  - (h) You will only use the Software and/or the Application for your own use and will not resell it to any third party;
  - (i) You shall not employ any means to defraud the Parties or to enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Parties to encourage new subscription or usage of the Service by new or the existing Users;
  - (j) You agree that the Service is provided on a reasonable effort basis; and
  - (k) You agree to abide by the terms of the Privacy Policy herein in relation to your use of the Service.

## **9. TAXES**

- 9.1 You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
- 9.2 You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Parties to claim or verify any input tax credit, set-off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.
- 9.3 You agree that details of your KASHplus E-Wallet account and all transactions thereunder may be provided on request to any tax authorities in Malaysia or overseas where the purpose of such request is the lawful payment of tax obligations and/or the identification of assets for taxation.

## **10. INTELLECTUAL PROPERTY OWNERSHIP**

- 10.1 Issuer and its affiliates, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.



- 10.2 The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by Issuer.
- 10.3 Issuer's name, Issuer's logo, the Service, the Software and/or the Application and the third-party merchants or the product names associated with the Software and/or the Application are trademarks of Issuer and/or its affiliates, and no right or license is granted to use them.
- 10.4 For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

## **11. INTERACTIONS WITH THIRD PARTY**

- 11.1 During use of the Service, you may communicate with, purchase goods and/or services from, or participate in promotions of third-party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the Application.
- 11.2 Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the relevant third-party.
- 11.3 The Parties and its affiliates shall have no liability, obligation or responsibility for any such communication, purchase, transaction or promotion between you and any such third-party.
- 11.4 The Parties does not endorse any applications or sites on the Internet that are linked through the Service, the Application and/or the Software, and in no event, shall the Parties, its group of companies or affiliates be responsible for any content, products, services or other materials on or available from such sites or third-party providers.
- 11.5 The Parties provide the Service to you pursuant to the Terms of Use. You recognize, however, that certain third-party merchants, goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Parties are not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third-party providers.

## **12. LIMITATION OF LIABILITY**

- 12.1 The Parties makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accurate or completeness of the Service, the Application and/or the Software.
- 12.2 The Parties does not represent or warrant that:
- (a) The use of the Service, the Application and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
  - (b) KASHplus E-Wallet or the Service will meet your requirements or expectations.
  - (c) Any stored data will be accurate or reliable;
  - (d) The quality of any products, services, information, rewards or another material purchased or obtained by you through the Application will meet your requirements or expectations;
  - (e) Errors or defects in the Application and/or the Software will be corrected; or
  - (f) The Application or the Server that make the application available are free of viruses or other harmful components.
- 12.3 KASHplus E-Wallet and the Service are provided to you strictly on an “as is” basis.
- 12.4 All conditions, representations and warranties, whether express, implied, statutory or other, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are here excluded and disclaimed to the highest and maximum extent allowed under Malaysian law.
- 12.5 The Service, the Application and/or the Software may be subject to limitations, delays, and other problems inherent in the use the internet and electronic communications including the device used by you or other Users

of KASHplus E-Wallet being faulty, not connected, out of range of mobile signals or functioning incorrectly. The Parties shall not be responsible for any delays, delivery failures, damages or losses resulting from such problems.

- 12.6 To the fullest extent permitted by law, the Parties shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with your use of the Service, the Application and/or the Software.

### **13. DISCLAIMERS AND INDEMNIFICATION**

- 13.1 YOU ARE AWARE AND AGREE THAT YOUR USE OF KASHPLUS E-WALLET OR THE SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF KASHPLUS E-WALLET OR THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK. THE PARTIES, ITS GROUP OF COMPANIES, ITS EMPLOYEES AND AFFILIATES, ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR ELECTRONIC OR MOBILE DEVICE OR LOSS OF DATA WHICH MAY RESULT FROM THE DOWNLOADING OF ANY SUCH MATERIAL, WHETHER OR NOT DUE TO ANY COMPUTER VIRUS, BUG, MALFUNCTION, OR OTHERWISE. THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU MAY OBTAIN THROUGH THE USE OF KASHPLUS E-WALLET OR THE SERVICE.
- 13.2 By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify, defend, and hold the Parties, its parent organisations, subsidiaries and affiliates, (including its officers, directors, members, employees, representatives, solicitors and agents) harmless from and against any and all claims, costs, expenses, losses, or damages (including solicitors' fees) arising out of or in connection with:
- (a) your use of KASHplus E-Wallet, the Service, the Software and/or Application in your dealings with third party merchants, third party providers, partners, advertisers and/or sponsors;
  - (b) your wrongful or illegal use of KASHplus E-Wallet, the Service, the Software and/or the Application including without limitation wilful misconduct or fraud;
  - (c) your violation of any third-party rights, including without limitation any right of privacy, publicity rights, or intellectual property rights; or
  - (d) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein.
- 13.3 The Parties reserves the absolute right to cancel any transaction through KASHplus E-Wallet, the Service, the Software and/or the Application for any reason required by law.
- 13.4 The Parties wish to highlight to the Users that the Parties shall not in any manner, be liable to any User for any loss incurred by any User, including without limitation, any loss sustained by any User, arising from the insolvency of Issuer and/or the Partner, or resulting from any lost or stolen e-money instruments, or any fraudulent transactions whether or not through the use of the Service by the User.

### **14. MISCELLANEOUS**

- 14.1 Issuer's failure to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless agreed to by Issuer in writing and shall not affect Issuer's right to enforce such right or provision.
- 14.2 If any provision of the Terms of Use is held to be void, invalid or unenforceable, such provision shall be severed and the remaining provisions of the Terms of Use shall remain valid and shall be enforced to the fullest extent under law.
- 14.3 The Terms of Use are governed by and construed in accordance with the laws of Malaysia without regard to the choice or conflict of law provisions of any jurisdiction.
- 14.4 No joint venture, partnership, employment or relationship between a principal and agent exists between you, the Parties or any third-party merchant or provider as a result of the Terms of Use or use of KASHplus E-Wallet or the Service.

- 14.5 The Terms of Use comprises the entire agreement between you, Issuer and the Partner and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if applicable) between you and Issuer in relation to the subject matter contained in the Terms of Use.

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## **TERMS AND CONDITIONS FOR USERS OF KASHPLUS VISA PREPAID CARD – CARDHOLDER AGREEMENT**

This Cardholder Agreement constitutes a legal agreement between you (“**User**”), **Partner**, and **Issuer** and contains terms and conditions governing the use of the KASHplus Visa Prepaid Card (which may include but are not limited to provisions in respect of the Financial Services Act 2013 (FSA), Unclaimed Moneys Act 1965 (UMA) and provisions of the Anti-Money Laundering and Counter Financing of Terrorism Act 2001) which are binding on you.

(The Partner and Issuer shall be referred to collectively in this Cardholder Agreement as the “**Parties**”.)

The KASHplus Visa Prepaid Card is a Visa prepaid card issued to you by Issuer, which can be used worldwide wherever a Visa is accepted, subject to the terms and conditions of this Cardholder Agreement.

By using the KASHplus E-Wallet supplied to you by Partner and/or Faspay, you can apply for KASHplus Visa Prepaid Card via the Application, and downloading, installing or using KASHplus E-Wallet, Partner’s Mobile Application or any associated software or platform provided and/or supplied by Partner and/or Issuer (“**Software**”), you hereby expressly acknowledge and agree to be bound by this Cardholder Agreement, the Terms of Use contained in the Terms And Conditions for Users of KASHplus E-Wallet entered into between you, Partner and Issuer, the Privacy Policy and the Product Disclosure Sheet for KASHplus Visa Prepaid Card. You are aware and agree that Issuer may, at its sole discretion, from time to time and at any time, update or revise the terms and conditions stipulated in this Cardholder Agreement, the Terms of Use, the Privacy Policy, and the Product Disclosure Sheet published at Terms of Use URL or through the Application, and you unconditionally and irrevocably agree and accept to be bound thereby.

When you use the Application, the Terms of Use shall apply in addition to and not in substitution for any term and condition contained in this Cardholder Agreement.

### **1. APPLYING FOR KASHPLUS VISA PREPAID CARD**

- 1.1 You shall apply for KASHplus Visa Prepaid Card via your Application.
  - 1.2 KASHplus Visa Prepaid Card comes with a maximum wallet limit approved by us for you and is subject to the requisite Customer Due Diligence (CDD) and Know-Your-Customer (KYC) verification and approval by Issuer.
  - 1.3 Issuer reserves the right to not proceed with your KASHplus Visa Prepaid Card application and/or any KASHplus Visa Prepaid Card transaction if Issuer suspects or has been informed by any party or authority that you are or may be involved in money laundering, terrorism financing, fraudulent or illegal activities, or if Issuer ascertain that you are any of the following:
    - from a high risk country;
    - blacklisted by Issuer or any financial institution or credit reporting agency; or
    - included under any relevant money laundering and terrorism financing information source, global lists or databases and information provided by local or foreign authorities.
- Issuer further reserves the right to suspend, block and/or terminate your KASHplus Visa Prepaid Card and/or any transaction, if the same has or have already been processed or approved, at its sole and absolute discretion.
- 1.4 Notwithstanding the foregoing provisions, Issuer reserves the right to reject any KASHplus Visa Prepaid Card application and/or to decline to issue KASHplus Visa Prepaid Card at its sole and absolute discretion without having to assign any reason whatsoever. You agree that any and all decisions made by Issuer, shall be final and conclusive.
  - 1.5 KASHplus Visa Prepaid Card is a reloadable prepaid card, and you acknowledge and agree that the value on KASHplus Visa Prepaid Card is limited to the funds you have transferred or which have been transferred on your behalf into KASHplus Visa Prepaid Card. Your funds deposited with Issuer through your Application account shall not accumulate interest nor any sort of earnings.

## **2. USE OF KASHPLUS VISA PREPAID CARD**

- 2.1 You are solely and fully responsible for all transactions performed using your KASHplus Visa Prepaid Card and you shall use your KASHplus Visa Prepaid Card strictly in accordance with the terms and conditions of this Cardholder Agreement.
- 2.2 All KASHplus Visa Prepaid Card are issued with contactless functionality. Once your KASHplus Visa Prepaid Card is activated and you have topped-up your KASHplus Visa Prepaid Card with sufficient funds, you may use your KASHplus Visa Prepaid Card to purchase goods and services worldwide anywhere a Visa card is accepted and also to access cash at ATMs or financial institutions displaying the Visa name and/or logo. Contactless payment allows you to pay amounts up to RM250.00 (Ringgit Malaysia Two Hundred Fifty) only per transaction without entering your PIN on applicable contactless readers. You hereby authorise Issuer to deduct your funds from your KASHplus Visa Prepaid Card every time you use your KASHplus Visa Prepaid Card to purchase goods or services.
- 2.3 You may use your KASHplus Visa Prepaid Card for e-commerce transactions to purchase goods and/or services and you shall be solely and fully responsible for the security of such use at all times. For all transactions processed via the two-factor authentication mechanism or 3D secure, Issuer shall not entertain any disputes from you with regard to the fact that you did not authorise or participate in the transaction nor will you be able to raise a chargeback claim for such transactions which have been processed under the two factor authentication or 3D secure mechanism. In such cases of two factor authentication or 3D secure transactions, Issuer will only allow chargeback due to no authorization, processing errors, service not rendered and other card acceptance violations as stipulated in the Visa chargeback rules.
- 2.4 You may use your KASHplus Visa Prepaid Card to obtain cash withdrawals from any Automated Teller Machine ("ATM") under the Visa payment network, in which case you must use your 6-digit PIN to effect such cash withdrawals. The use of your KASHplus Visa Prepaid Card to obtain a cash withdrawal shall be deemed to constitute your agreement to pay all applicable fees and/or charges as prescribed from time to time. You cannot make ATM withdrawals in excess of the limits set by the respective ATM networks.
- 2.5 You may use your KASHplus Visa Prepaid Card for pre-authorization, where an amount from your KASHplus Visa Prepaid Card will be automatically pre-book and reserved for certain transactions including but not limited to petrol, hotel or parking. Any excess pre-booked amount will automatically be released and made available for use by you once the acquiring bank claims for the actual purchase value.
- 2.6 If a transaction is made in a foreign currency, Visa will convert the transaction into Ringgit Malaysia equivalent at the conversion rate as determined by Visa as at the date it is processed by Visa after merchant settlement. You will also be required to pay applicable fees and/or charges as shall be determined by Issuer.
- 2.7 Issuer reserves the right to suspend, revoke and/or block any top-ups to your KASHplus Visa Prepaid Card if Issuer suspects or has been informed by any party or authority that you are using KASHplus Visa Prepaid Card to conduct transactions for illegal purposes, and Issuer shall be entitled to cancel or block the transaction and/or block, suspend and/or terminate your KASHplus Visa Prepaid Card without any liability to you howsoever.
- 2.8 If you allow another person to have access to your KASHplus Visa Prepaid Card, Issuer shall deem such access to have been authorised by you and you agree to be solely and fully liable for any and all activities and/or transactions performed by the person.
- 2.9 You agree that you are the sole and rightful owner of any and all funds you apply towards a top-up on or transfer of funds to your KASHplus Visa Prepaid Card, and that the top-up sources for loading of your KASHplus Visa Prepaid Card shall be from your personal source of funds. You may not use any funding source for which you do not have authority to use for top-up or reload of the KASHplus Visa Prepaid Card.

## **3. FEES AND CHARGES**

- 3.1 Please always check the Product Disclosure Sheet published at Terms of Use URL or through your application for full details of the latest fees and charges applicable to KASHplus Visa Prepaid Card.

3.2 You agree and undertake to pay all fees arising out of and in connection with the use of your KASHplus Visa Prepaid Card pursuant to this Cardholder Agreement, which may include but not limited to, joining fee, account service fee, cross border transaction fee, ATM withdrawal fee for local and overseas, replacement card fee, sales draft retrieval fee, charges for transfer of funds, and such other fees and charges in relation to KASHplus Visa Prepaid Card as may be prescribed by Issuer from time to time. Issuer reserves the right to revise such fees which may be offered by Issuer from time to time.

3.3 You agree that all fees paid to and in connection with the KASHplus Visa Prepaid Card to Issuer are non-refundable under any circumstance whatsoever.

#### **4. DELIVERY AND ACTIVATION OF KASHPLUS VISA PREPAID CARD**

4.1 Once your CDD and KYC have been approved by Issuer, your KASHplus Visa Prepaid Card will be delivered to you within fourteen (14) working days. Please ensure that you have provided the current and correct mailing address in your application details to avoid your KASHplus Visa Prepaid Card being sent to the wrong address.

4.2 You must have a mailing address in Malaysia to enable Issuer to process and approve your application. Mailing addresses outside of Malaysia will be rejected and Issuer will **not** process or approve such applications. Issuer shall not be responsible if you have not received your KASHplus Visa Prepaid Card if it is delivered to a wrong address due to erroneous, incomplete or not up-to-date details provided to Issuer.

4.3 You agree that you must sign the back of the KASHplus Visa Prepaid Card immediately upon receipt. You must activate your KASHplus Visa Prepaid Card in KASHplus E-Wallet mobile application first before you can use it to perform any transactions.

#### **5. VALIDITY OF KASHPLUS VISA PREPAID CARD**

5.1 KASHplus Visa Prepaid Card is valid through the expiration date shown on the front of the KASHplus Visa Prepaid Card. You may request for the renewal of your KASHplus Visa Prepaid Card upon the expiry period, however the renewal of a new KASHplus Visa Prepaid Card shall be at Issuer's sole discretion.

5.2 If there is balance of funds remaining upon the expiration of your KASHplus Visa Prepaid Card and you decide to renew your KASHplus Visa Prepaid Card (subject to our approval), then the balance of funds will be transferred to your new KASHplus Visa Prepaid Card.

#### **6. SECURITY AND LOSS, STOLEN OR UNAUTHORIZED USE OF KASHPLUS VISA PREPAID CARD**

6.1 You agree to raise any complaints and disputes regarding any incorrect Service within twenty-one (21) days of the transaction, or of you becoming aware of the fraudulent usage of the KASHplus Visa Prepaid Card.

6.2 You shall take all necessary steps to ensure and you agree to keep your PIN strictly confidential and secured, and you shall never disclose your PIN to any person under any circumstances or by any means whatsoever. Failure to comply with this requirement may expose you to the consequences of theft and/or unauthorised use of your KASHplus Visa Prepaid Card, for which the Parties shall not in any way be responsible or liable to you.

6.3 You shall notify the Parties immediately and in any event no later than twenty-one (21) days after finding out that your KASHplus Visa Prepaid Card is lost or stolen, or your PIN number or any codes, usernames and passwords have been compromised, or if you suspect that an unauthorised transaction has been conducted on your KASHplus Visa Prepaid Card in order for the Parties to block your Application account and/or KASHplus Visa Prepaid Card. You may notify the Parties by calling Partner's Customer Service and/or Issuer's Customer Service followed by a written confirmation via email. The Parties may also require you to lodge a police report of such loss, theft or disclosure and provide a copy of the police report and any other information for the Parties to proceed with its investigation. The Parties reserve the right not to entertain any claim of lost or stolen KASHplus Visa Prepaid Card if the information provided by you is deemed incomplete.

6.4 Issuer may, at its sole and absolute discretion, resolve that your liability be limited to RM250 provided you are not found to be negligent or have not acted fraudulently.

## **7. TERMINATION**

- 7.1 In the event your Application account is terminated in accordance with Clause 5.1 of the Terms of Use, or you choose not to renew your KASHplus Visa Prepaid Card or cancel your KASHplus Visa Prepaid Card by providing Issuer a written notice or email notification, the balance of funds remaining in your KASHplus Visa Prepaid Card account will be refunded to you within fourteen (14) days after Issuer has confirmed receipt of your request for termination or cancellation.
- 7.2 Any and all balance of funds shall be refunded by Issuer in Ringgit Malaysia (RM) only.
- 7.3 Either Issuer, the Partner or you may terminate this Cardholder Agreement with one (1) months' notice in writing to the other.
- 7.4 You hereby agree that Issuer, at its sole and absolute discretion without having to give any prior notice, may suspend, block, revoke and/or terminate your KASHplus Visa Prepaid Card, and that such suspension, blocking, revocation and/or termination may lead to termination of this Cardholder Agreement by Issuer, in the event of the following:
- you have furnished false or misleading personal details and/or any other information, data or documents to the Parties;
  - the Parties noticed irregular, suspicious or unauthorised activity on your KASHplus Visa Prepaid Card;
  - Issuer suspects or has been informed by any party or authority that you are or may be involved in money laundering, terrorism financing, fraudulent or illegal activities;
  - you are deceased; and
  - you are found to be in breach of any of the terms and conditions in this Cardholder Agreement, the Terms of Use and the Privacy Policy.

In the event of the above, Issuer reserves the right not to refund any balance of funds remaining in your KASHplus Visa Prepaid Card account and Issuer shall be entitled to retain the same at its sole discretion and/or as may be required by the relevant governing authorities. Issuer further reserves the right to take any action against you as may be deemed necessary or required under the relevant governing laws or by the relevant governing authorities.

## **8. AMENDMENTS**

- 8.1 Issuer may, at its sole discretion, from time to time and at any time, update or revise the terms and conditions stipulated in this Cardholder Agreement, the Privacy Policy, and the Product Disclosure Sheet for KASHplus Visa Prepaid Card. By your continuous use of KASHplus Visa Prepaid Card, you are deemed to have read and agree to any of such amendment, revision, variation, modification or update to the terms and conditions stipulated in this Cardholder Agreement, the Privacy Policy, and the Product Disclosure Sheet for KASHplus Visa Prepaid Card. You should check Terms of User URL or through the Application, if you wish to read the latest terms and conditions.
- 8.2 The Parties will give you at least twenty-one (21) days prior notice through email before any variation of the terms and conditions.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 You unconditionally and irrevocably represent and warrant to the Parties the following:
- you have the power, authority and capacity to execute and enter into this Cardholder Agreement and to lawfully comply with its terms and conditions;
  - you shall comply strictly with all applicable laws in Malaysia or otherwise in the country, state, or city in which you are present whilst using KASHplus Visa Prepaid Card; and
  - this Cardholder Agreement constitutes a legal, valid and binding obligation and is enforceable against you in accordance with its terms and conditions.

9.2 By using KASHplus Visa Prepaid Card, you unconditionally and irrevocably agree to the following:

- you shall use KASHplus Visa Prepaid Card only for lawful purposes;
- you shall use KASHplus Visa Prepaid Card only for the purpose for which it is intended by the Parties to be used;
- you shall not provide any false, inaccurate or misleading information or refuse to cooperate in any investigation or refuse to provide confirmation of your identity or any information requested by the Parties;
- you shall not use KASHplus Visa Prepaid Card for any improper or illegal purpose, including but not limited to, money laundering, terrorism financing, unlawful activities, illegal on-line gambling, illegal purchase of controlled substances or prescription medication, purchase of firearms or explosives, fraud, prostitution or child-trafficking or financial support of terrorists or terror-supporting organizations; and
- you shall not transfer your KASHplus Visa Prepaid Card to any party.

You unconditionally and irrevocably acknowledge and agree that should you breach any of the abovementioned, Issuer shall be entitled, at its sole and absolute discretion, to terminate any transaction undertaken by you (if already undertaken) whereby there will be no refunds of the transaction amounts or any applicable fees being refunded to you, and to take further and appropriate action against you in accordance with Clause 7.4 of this Cardholder Agreement, without any liability to you howsoever.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Issuer and its affiliates, where applicable, shall own all right, title, and interest, including all related intellectual property rights, in and to KASHplus Visa Prepaid Card and by extension, any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the use of KASHplus Visa Prepaid Card.
- 10.2 This Cardholder Agreement does not constitute a sale agreement and do not convey to you any rights of ownership in or related to KASHplus Visa Prepaid Card or any intellectual property rights owned by Issuer.
- 10.3 Issuer's name, Issuer's logo, and KASHplus Visa Prepaid Card are trademarks of Issuer and/or its affiliates, and no right or license is granted to use them.
- 10.4 For the avoidance of doubt, the term "KASHplus Visa Prepaid Card" herein shall include its respective components, processes, and design in its entirety.

## **11. LIMITATION OF LIABILITY AND DISCLAIMERS**

- 11.1 The Parties make no representation, warranty, or guarantee as to the reliability, quality, suitability, availability, and/or completeness of KASHplus Visa Prepaid Card.
- 11.2 To the fullest extent permitted by law, the Parties shall not be liable for any and all actions, claims, liabilities, damages, compensations, demands, data losses, losses, costs, expenses and fees incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with you use of KASHplus Visa Prepaid Card.
- 11.3 The Parties expressly disclaim, to the greatest extent permitted by law, any and all warranties, either express or implied, statutory or otherwise, including but not limited to, any warranties of merchantability or quality, non-infringement, and fitness for a particular purpose. KASHplus Visa Prepaid Card is provided to you on an "as is" basis. You irrevocably and unconditionally agree that your use of KASHplus Visa Prepaid Card is solely and fully at your own risk.

## **12. LIABILITY AND INDEMNITY**

- 12.1 You shall be and remain solely and fully liable and responsible for the proper and authorised use of KASHplus Visa Prepaid Card.



12.2 You agree and undertake to indemnify and hold harmless fully and effectively the Parties, their affiliates and their respective officers, directors, employees, contractors, agents, and suppliers from and against any and all actions, claims, liabilities, damages, compensations, demands, proceedings, judgments, awards, losses, costs, expenses and fees (including legal fees) arising from or contributed by the following:

- use of your KA\$Hplus Visa Prepaid Card;
- use of your PIN;
- Visa's or the merchant's decision not to accept process, execute or settle any transaction conducted by you with your KA\$Hplus Visa Prepaid Card; and
- your breach of this Cardholder Agreement, the Terms of Use and the Privacy Policy.

### **13. MISCELLANEOUS**

13.1 Issuer's failure to enforce any right or provision in this Cardholder Agreement shall not constitute a waiver of such right or provision unless agreed to by Issuer in writing and shall not affect Issuer's right to enforce such right or provision.

13.2 If any provision of this Cardholder Agreement is held to be void, invalid or unenforceable, such provision shall be severed and the remaining provisions of this Cardholder Agreement shall remain valid and shall be enforced to the fullest extent under law.

13.3 This Cardholder Agreement shall be governed by and construed in accordance with the laws of Malaysia without regard to the choice or conflict of law provisions of any jurisdiction.

13.4 No joint venture, partnership, employment or relationship between a principal and agent exists between you, the Parties or any third-party merchant or provider as a result of this Cardholder Agreement.

13.5 This Cardholder Agreement comprises the entire agreement between you and the Parties and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if applicable) between you and the Parties in relation to the subject matter contained in this Cardholder Agreement.

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Please read this Product Disclosure Sheet before applying for KASHplus E-Wallet. Do also read the governing terms and conditions for Faspay's users, which is accessible by web link [www.faspay.com](http://www.faspay.com)

(Last Updated: 5<sup>th</sup> May 2021)

## **PRODUCT DISCLOSURE SHEET - KASHPLUS E-WALLET**

### **1. What is KASHplus E-Wallet?**

KASHplus E-Wallet is provided by the Partner in collaboration with Issuer. KASHplus E-Wallet is an electronic wallet platform (“**e-wallet**”) operated by Issuer that allows you to make in-App digital payments at product and service providers, merchants and agents’ point-of-sale terminals or readers lawfully accepting payments using KASHplus E-Wallet, provided always that no payments in violation of the Terms of Use shall be permitted. You can further manage all your transaction and account balance via the Partner’s Mmobile Application.

(Refer to <https://www.bnm.gov.my/non-bank-e-money-issuers>)

### **2. Terms of use of KASHPLUS E-WALLET**

- You are responsible for maintain the confidentiality of your login ID and password.
- You are required to ensure that there are sufficient funds in your KASHplus E-Wallet, before performing any purchase or withdrawal transactions.
- Each KASHplus E-Wallet has a maximum Wallet Limit as approved by Partner. Your e-wallet usage and top-up is limited to the maximum Wallet Limit allowed for your e-wallet. You cannot top-up your e-wallet in excess of the maximum Wallet Limit which has been stipulated and approved by Partner, for your e-wallet.
- You are also responsible for ensuring that payments or purchases performed from the e-wallet are correct and you must check your transaction history from time to time.
- You are required to notify Partner, of any transaction that is not performed by you or any transaction that you wish to raise as a dispute, within twenty-one (21) days of the transaction.
- You are also responsible for ensuring that the e-wallet issued to you is not used as an instrument of payment for any illegal or unlawful transactions, including without limitation, money laundering and/or terrorist financing. You must only use the e-wallet strictly in accordance with the terms and conditions governing the e-wallet.

### **3. Fees and charges**

<b>Description</b>	<b>Fees charged</b>
Withdrawal Fee	RM 2.00
Dormant Fee	RM 5.00
<b>Reload Channels</b>	<b>Per Transaction Basis</b>
FPX	free of charge
Debit Card	free of charge
Credit Card	free of charge
Faspay’s Cash Reload Agent	RM1.00

Note: All fees and charges shall be subjected to the applicable tax including but not limited to the Sales and Service Tax (SST).

### **4. What are the key terms & conditions**

- KASHplus E-Wallet mobile application is available on Apple iOS and Android. The Mobile App comes with touch ID and passcode security.

- You are required to provide personal identification documents and any other documents that may be required by Issuer from time to time.
- KASHplus E-Wallet is non-transferable and shall only be used exclusively by you as the e-wallet user
- Issuer shall not be responsible or held liable for any disputes (or loss) in relation to any excess funds if you attempt, have attempted or actually topped-up in excess of the maximum Wallet Limit, and Issuer reserve the right to take any action that Issuer may deem necessary, including blocking, suspending and/or terminating and cancelling your e-wallet if Issuer finds that you have persistently attempted to do so, despite the Wallet Limits stipulated for the e-wallet. Note that even if you have topped up your Wallet Account in excess of the Wallet Limit, you can still only transact and use the e-wallet up to the maximum of the Wallet Limit that Issuer have approved for you.
- In the event of any disputes, you agree and are obliged to settle all disputes directly with the transaction merchant who honoured your e-wallet and you shall pay us all amounts required under the terms and conditions governing the e-wallet despite such disputes.
- Upon termination (whether by Issuer, Partner, or you) of your KASHplus E-Wallet, the balance of funds on the e-Wallet Account (if any) shall be (subject to approval by Issuer) refunded to you (less any applicable fees and charges) within fourteen (14) days from the said termination subject to confirmation provided to Issuer by you of your valid and current mailing address. No refunds will be processed for e-wallet which have been blocked and/or terminated due to fraudulent or suspicious activity or for accounts dormant for a lengthy period of time with minimum balance.
- Issuer may need to charge applicable fees to your KASHplus E-Wallet, which have been in dormant status for a lengthy period of time or forfeit the (minimum) available funds therein.
- If Issuer is unable to charge any applicable fees on the e-wallet due to the fact that there is no balance of funds on your Wallet Account for that particular month, then Issuer reserve the right and shall be entitled to retrospectively charge those said applicable fees upon or once your Wallet Account has been topped up and has sufficient balance of funds.
- Issuer may at any time vary, revise, change, amend, withdraw, substitute, or remove any of the terms and conditions governing the use of the e-wallet. Any such amendment shall be effective twenty-one (21) days after the revised terms have been posted on Mobile Application or our website.

## **5. What if I fail to fulfil my obligations?**

- If you do not have sufficient funds in your KASHplus E-Wallet Account to meet the value of your transaction, the transaction will be declined.
- If you fail to secure your login ID and password, you shall be financially liable for all transactions performed and debited from your KASHplus E-Wallet Account.
- If you fail to notify Issuer immediately in the event of loss or theft of your electronic device, you shall be financially liable for all transactions performed and debited from your KASHplus E-Wallet Account prior to the notification.
- If you contravene, breach, or fail to abide by any of the Terms and Conditions of the e-wallet, Issuer shall be entitled to block, suspend, revoke and/or terminate your KASHplus E-Wallet Account.
- In addition to the events of default by you, the e-wallet user, Issuer may at our sole absolute discretion, limit, block, suspend or terminate (without refunding any balance) your use of the KASHplus E-Wallet Account if Issuer detect any unusual, irregular, suspicious, fraudulent, or unauthorized activity on your KASHplus E-Wallet Account; or suspect misuse of your KASHplus E-Wallet Account; or there is a contravention; non-adherence or breach by you to any of the provisions of the terms and conditions governing the KASHplus E-Wallet.

## **6. What are the major risks?**

As indicated in the previous section, the major risks are as follows:

- (i) Failure to secure your login ID and password at all times; and
  - (ii) Failure to immediately notify Issuer in the event of loss or theft of your electronic device.
- In both the above cases, you are financially liable for any transaction performed.
  - When you use your KASHplus E-Wallet to perform an online transaction (that is, through Internet sites and portals) to purchase goods and services, you are fully liable for the transaction effected through the use of your account information and OTP.
  - If you fail to notify Issuer in writing of any errors, discrepancies, or inaccuracies of your transaction within twenty-one (21) days from the date of the transaction, you may lose your right to dispute the transaction and the debit entry to your KASHplus E-Wallet, in respect of this transaction shall be deemed final and conclusive.

#### **7. What do I need to do if there are changes to my mobile number?**

It is very important for you to inform Issuer of any changes to your mobile number to ensure that all correspondence reach you in a timely manner.

This can be done by dropping an email to the Partner to update your contact details.

#### **8. Where can I get further information?**

You can obtain further information as follows:

Operating Hours: 9am-5pm (Monday to Friday, Except Saturday, Sunday & Public Holiday)

Reach us at:

- Facebook Messenger KASHplus Messenger - <https://www.facebook.com/kashplus.my>
- WhatsApp Chat - 6019-02602181
- Email - [pluscare@kash.my](mailto:pluscare@kash.my)  
(Response Time - Within 24 hours of operating hours)
- Visit our website - [www.kashplus.my](http://www.kashplus.my)

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*Please read this Product Disclosure Sheet before applying for KASHplus Visa Prepaid Card. Do also read the governing terms and conditions for Fasspay's users, which is accessible by web link [www.fasspay.com](http://www.fasspay.com)*

*(Last Updated: 5<sup>th</sup> May 2021)*

## **PRODUCT DISCLOSURE SHEET – KASHPLUS VISA PREPAID CARD**

### **1. What is KASHplus Visa Prepaid Card?**

KASHplus Visa Prepaid Card is a reloadable prepaid card, which carries the VISA payment features and issued by Issuer. You may apply for KASHplus Visa Prepaid Card by downloading KASHplus E-Wallet Mobile Application and applying for the KASHplus Visa Prepaid Card within the Mobile Application. KASHplus Visa Prepaid Card comes with a maximum wallet limit approved by us for you and is subject to the requisite Customer Due Diligence (CDD) and Know-Your-Customer (KYC) verification and approval by Issuer.

All KASHplus Visa Prepaid Card are issued with contactless functionality and once your KASHplus Visa Prepaid Card is activated and, you may use KASHplus Visa Prepaid Card to purchase goods and services worldwide wherever a Visa card is accepted and also to access cash at ATMs displaying the Visa name and/or logo. Contactless Payment allows you to pay amounts up to RM250.00 (Ringgit Malaysia Two Hundred Fifty) only per transaction without entering your PIN on applicable contactless readers.

The value on KASHplus Visa Prepaid Card is limited to the funds that you have transferred or have been transferred on your behalf. Your funds deposited with Issuer through your KASHplus account shall not accumulate interest nor any sort of earnings.

(Refer to <https://www.bnm.gov.my/non-bank-e-money-issuers>)

### **2. Terms of Use**

- You must only activate your KASHplus Visa Prepaid Card upon receipt via Mobile Application.
- You are required to ensure that there are sufficient funds in your KASHplus Visa Prepaid Card before performing any purchase or cash withdrawal transactions.
- You may perform pre-authorisation transaction from your KASHplus Visa Prepaid Card for certain transactions such as petrol, hotel or parking. Where the pre-authorisation amount is applicable, the amount will then be reversed, and the actual amount will be charged to your KASHplus Visa Prepaid Card upon settlement by merchants.
- In the case of petrol purchases at outdoor pump in petrol stations, you will be charged a pre-authorisation amount of RM 200 or such other prescribed amount from your KASHplus Visa Prepaid Card. Where the pre-authorisation amount is applicable, the amount will then be reversed, and the actual amount will be charged to your KASHplus Visa Prepaid Card upon settlement by merchants. Alternatively, you may pay at the petrol station cashier to avoid pre-authorisation amount holding.
- Each KASHplus Visa Prepaid Card has a maximum limit as approved by Partner. Your KASHplus Visa Prepaid Card usage and top-up is limited to the maximum limit allowed for your KASHplus Visa Prepaid Card. You cannot top-up your Visa Prepaid Card in excess of the maximum limit which has been stipulated and approved by Partner for your Card.
- You are also responsible for ensuring that payments or purchases performed from the KASHplus Visa Prepaid Card are correct, and you must check your transaction history from time to time.
- You must ensure that your KASHplus Visa Prepaid Card is kept in a safe place and that KASHplus Visa Prepaid Card's PIN is kept confidential at all times. It is not advisable to write down your PIN anywhere nor should you divulge your PIN to anyone. If you choose to write down your PIN (against our advice), you should ensure that the written PIN is always kept separate from KASHplus Visa Prepaid Card.
- In the event of loss or theft of your Card or when you discover your PIN has been compromised in any way, you must immediately notify our Customer Service Help Desk, you must notify Issuer of such compromise to your Card PIN number.
- You are required to notify Issuer of any transaction that is not performed by you or any transaction that you wish to raise as a dispute, within twenty-one (21) days of the transaction.
- You are also responsible for ensuring that the KASHplus Visa Prepaid Card issued to you is not used as an instrument of payment for any illegal or unlawful transactions, including without limitation, money laundering and/or terrorist

financing. You must only use the KASHplus Visa Prepaid Card strictly in accordance with the terms and conditions governing the KASHplus Visa Prepaid Card.

### 3. Fees and charges

Description	Fees charged	
Joining Fee	RM 16.00	
Maintenance Fee	RM 2.00 per month	
ATM Withdrawal Fee	<b>Local</b>	<b>Overseas</b>
	RM 1.50 per transaction	RM 10.00 per transaction, or 2% of withdrawal amount, whichever is higher.
Visa Overseas Transaction Fees	The foreign exchange conversion rate determined by Visa International Ltd + 1% on the transaction amount	
Sales Draft Retrieval Fee	RM 15.00 per copy	
Card Replacement Fee	RM 10.00	
<b>Reload Channels</b>	<b>Per Transaction Basis</b>	
FPX	free of charge	
Debit Card	free of charge	
Credit Card	free of charge	
Fasspay's Cash Reload Agent	RM1.00	

Note: All fees and charges shall be subjected to the applicable tax including but not limited to the Sales and Service Tax (SST).

### 4. What are the key terms & conditions

- Apply for the KASHplus Visa Prepaid Card through KASHplus E-Wallet mobile application. Available on Apple iOS and Android. KASHplus E-Wallet comes with touch ID and passcode security.
- You are required to provide personal identification documents and any other documents that may be required by Issuer from time to time.
- KASHplus Visa Prepaid Card is non-transferable and shall only be used exclusively by you.
- KASHplus Visa Prepaid Card is valid through the expiration date shown on the front of the KASHplus Visa Prepaid Card. You may request for the renewal of KASHplus Visa Prepaid Card upon the expiry period, however the renewal of a new KASHplus Visa Prepaid Card shall be at Issuer's sole discretion.
- If there is a balance of funds remaining upon the expiration of KASHplus Visa Prepaid Card and you decide to renew your KASHplus Visa Prepaid Card (subject to our approval), then the balance of funds will be transferred to your new KASHplus Visa Prepaid Card.
- Please read our Privacy Policy and the Cardholder Agreement) before you register for the KASHplus Visa Prepaid Card.
- Issuer shall not be responsible or held liable for any disputes (or loss) in relation to any excess funds if you attempt, have attempted or actually topped-up in excess of the maximum limit, and Fasspay reserve the right to take any action that Issuer may deem necessary, including blocking, suspending and/or terminating and cancelling your KASHplus Visa Prepaid Card if Issuer finds that you have persistently attempted to do so, despite the limits stipulated for the KASHplus Visa Prepaid Card. Note that even if you have topped up your KASHplus Visa Prepaid Card in excess of the card limit, you can still only transact and use the KASHplus Visa Prepaid Card up to the maximum of the limit that Issuer have approved for you.
- In the event of any disputes, you agree and are obliged to settle all disputes directly with the transaction merchant who honoured your KASHplus Visa Prepaid Card and you shall pay us all amounts required under the terms and conditions governing the KASHplus Visa Prepaid Card despite such disputes.
- Upon termination (whether by Issuer, Partner, or you) of your Card, the balance of funds on the KASHplus Visa Prepaid Card (if any) shall be (subject to approval by Issuer) refunded to you (less any applicable fees and charges) within fourteen (14) days from the said termination subject to confirmation provided to Issuer by you of your valid

and current mailing address. No refunds will be processed for Cards which have been blocked and/or terminated due to fraudulent or suspicious activity or for accounts dormant for a lengthy period of time with minimum balance.

- Issuer may need to charge applicable fees to KASHplus Visa Prepaid Card accounts which have been in dormant status for a lengthy period of time or forfeit the (minimum) available funds therein.
- If Issuer is unable to charge any applicable fees on the Card due to the fact that there is no balance of funds on your Card Account for that particular month, then Issuer reserve the right and shall be entitled to retrospectively charge those said applicable fees upon or once your KASHplus Visa Prepaid Card has been topped up and has sufficient balance of funds.
- Issuer may at any time vary, revise, change, amend, withdraw, substitute, or remove any of the terms and conditions governing the use of the Card. Any such amendment shall be effective twenty-one (21) days after the revised terms have been posted on Mobile Application or our website.

#### **5. What if I fail to fulfil my obligations?**

- If you do not have sufficient funds in your KASHplus Visa Prepaid Card to meet the value of your transaction, the transaction will be declined.
- If you fail to secure your KASHplus Visa Prepaid Card and PIN, you shall be financially liable for all transactions performed and debited from your KASHplus Visa Prepaid Card.
- If you fail to notify Issuer immediately in the event of loss or theft of your KASHplus Visa Prepaid Card, you shall be financially liable for all transactions performed and debited from KASHplus Visa Prepaid Card prior to the notification.
- If you contravene, breach, or fail to abide by any of the terms and conditions of the Cardholder Agreement, Issuer shall be entitled to block, suspend, revoke and/or terminate your KASHplus Visa Prepaid Card.
- In addition to the events of default by you, Issuer may at our sole absolute discretion, limit, block, suspend or terminate (without refunding any balance) your use of the KASHplus Visa Prepaid Card if Issuer detects any unusual, irregular, suspicious, fraudulent, or unauthorized activity on your KASHplus Visa Prepaid Card or suspect misuse of your KASHplus Visa Prepaid Card; or there is a contravention; non-adherence or breach by you to any of the provisions of the terms and conditions governing the KASHplus Visa Prepaid Card.

#### **6. What are the major risks?**

As indicated in the previous section, the major risks are as follows:

- (i) Failure to secure your KASHplus Visa Prepaid Card and PIN at all times; and
  - (ii) Failure to immediately notify Issuer in the event of loss or theft of your KASHplus Visa Prepaid Card
- In both the above cases, you shall be liable for such unauthorized transactions until Issuer receives written notification of the same. Issuer may, at our absolute discretion, resolve that your liability be limited to RM250 provided you are not found to be negligent or have not acted fraudulently.
  - When you use your KASHplus Visa Prepaid Card to perform an online transaction to purchase goods and services, you are fully liable for the transaction effected through the use of your KASHplus Visa Prepaid Card information and OTP.
  - If you fail to notify Issuer in writing of any errors, discrepancies, or inaccuracies of your KASHplus Visa Prepaid Card transaction within twenty-one (21) days from date of the transaction, you may lose your right to dispute the transaction and the debit entry to your Card Account in respect of this transaction shall be deemed final and conclusive.

#### **7. What do I need to do if there are changes to my mobile number?**

It is very important for you to inform ~~Faspay~~ KASHplus of any changes to your mobile number to ensure that all SMS messages reach you in a timely manner. If you are travelling outside of Malaysia, SMS messages will only reach you if you have subscribed to and activated International Roaming on your mobile phone.

This can be done by dropping an email at Partner to update your contact details.

#### **8. Where can I get further information?**

You can obtain further information as follows:

Operating Hours: 9am-5pm (Monday to Friday, Except Saturday, Sunday & Public Holiday)

Reach us at:

- Facebook Messenger KA\$Hplus Messenger - <https://www.facebook.com/kashplus.my>
- WhatsApp Chat - 6019-02602181
- Email - [pluscare@kash.my](mailto:pluscare@kash.my)  
(Response Time - Within 24 hours of operating hours)
- Visit our website - [www.kashplus.my](http://www.kashplus.my)

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