**Terms and Conditions for Online Sales of DinarPal**

(hereinafter collectively referred to as “Terms and Conditions”)

# General

## Welcome to Online Sales of DinarPal (hereinafter referred to as “this site”). This site is fully owned and operated by Pisang Sdn Bhd (Company No. M-04-0414 ), a company incorporated in Malaysia with its registered address at Suite 15 MITC City Ayer Keroh Melaka and a place of business at Suite 15 MITC City Ayer Keroh Melaka (hereinafter referred to as “DinarPal”).

## Any person(s) who places orders for products with DinarPal (hereinafter referred to as "the Customer") is bound by these Terms and Conditions. As such, please read these Terms and Conditions carefully before placing an order from DinarPal and retain a copy for your future reference. By continuing with an order, it is deemed that you have read, understood and agreed to all Terms & Conditions hereinafter contained.

## DinarPal reserves the right to amend, add, vary and/or review these Terms and Conditions from time to time without prior specific notice to you. Terms and Conditions posted on this site reflect the latest terms and conditions binding and hence you should carefully review the same before you use the site.

## These Terms and Conditions, as may be amended from time to time by DinarPal, constitute the entire agreement of all the parties concerned and shall supersede all prior communications, representations, understandings, agreements and course of dealings.

# Use of Site and Prohibitions

## For you to place an order from this site, you must complete the sign-up process from <https://www.dinarpal.com/login/getstarted>. You must provide your full legal name as it appears in your identity card's (NRIC) number, address as per NRIC, valid email address, the name of the bank which you intend to use to operate your account with us, the bank account number, and any other information as may be required by DinarPal from time to time.

## By placing an order from this site, you hereby acknowledge that you have the legal capacity to enter into legally binding contract including but not limited to, the fact that you are above 18 year old and not an adjudged bankrupt.

## You must be fully responsible for keeping your password secure and be responsible for all activities and contents that are uploaded under your account. You must not transmit any worms or viruses or any code of a destructive nature.

## From time to time, this site may also include links to other websites. Those links are provided for your convenience to provide further information. They do not signify that DinarPal endorse the website(s). DinarPal shall have no responsibility for any content of the linked website(s).

# Accuracy of Contents

## Even though DinarPal make every effort to ensure the accuracy of contents of this site, including but not limited to illustrations, prices, product details, weights and technical datas, DinarPal shall not be responsible for any errors or omissions contained herein.

## DinarPal reserves the right to amend any specification, construction and/or design contained herein without further notice.

# Order and Availability

## To make an order, log into your DinarPal Account with your user ID and password, and then click on the “Keep”. Click “Purchase & Keep” if you would like to buy the gold from DinarPal and keep in DinarPal vault; or click “Courier & Keep” if you would like keep the gold in DinarPal vault and send to DinarPal using courier services. Thereafter, you will receive order confirmation email after successful purchase. If you wish to sell to DinarPal other type of products not listed in the website, please contact us by clicking the link.

## Occasionally the delivery of your goods may be delayed which can be due to material shortages, or higher than anticipated demand. We will inform you as soon as possible if items are no longer available and we are able to substitute the goods.

## All orders are subject to availability and acceptance by DinarPal as well as limit for various memberships described in Clause 7.1 hereinbelow. DinarPal will endeavour to deliver your requested products within seven (7) working days of receiving evidence of your full payment.

## Once you have submitted your order, it is final and binding upon you. DinarPal will not refund if you have changed your mind about a particular purchase, so please choose carefully before you place an order.

# Price and Payment

## Please visit http://dinarpal.com/goldandsilversouq for current and most up-to-date prices of our products.

## Prices indicated on the site are exclusive of delivery fees.

## All orders must be paid for through the payment service as made available by DinarPal including payment online and direct bank payments. For further details, kindly refer to <http://dinarpal.com/version3/legal> under the heading “Sending Payment”.

# Delivery and risk of loss

## Delivery will be made as soon as possible after receiving evidence of your payment.

## You are highly advisable to opt to collect the products from our nearest distributors listed in <http://dinarpal.com.my/distributors>.

## It is pleased to announce that DinarPal also offers the option of delivery of products through courier services. The delivery service only available within Malaysia currently. If you are keen in having our products delivered outside Malaysia, please contact us for further arrangement.

## We will make every effort to deliver goods within the estimated timescales. However delays are occasionally inevitable due to unforeseen factors or events outside our control, for example a strike, extreme weather, a flood or fire. We shall be under no liability for any delay or failure to deliver the products within the estimated timescales.

## It is your duty to provide accurate mailing address for us to deliver the products to you failing which DinarPal shall not refund to you any payment made in the event of any loss due to wrong mailing address being given by you.

## Acceptance of a non-ordered products does not relieve you from acceptance and payment of the products you initially ordered, unless otherwise agreed with DinarPal. If you do not wish to proceed with purchase of the non-ordered products, you shall notify DinarPal within 24 hours of acceptance of the non – ordered and make necessary arrangements to return the same to DinarPal within seven(7) days.

## Ownership of the products will pass to you when they have been delivered to you. Once products have been delivered to you, they will be held at your own risk and DinarPal will not be liable for their loss, damage or destruction.

# Membership

## DinarPal is pleased to offer various forms of membership including Personal Member, Corporate Member.

## Personal Member

## Buy or sell less than or equal to 50gm of gold per day or until outstanding weight of gold which locked price is less than or equal to 50gm.

## Corporate Member

## Buy or sell less than or equal to 500gm of gold per day; or until outstanding weight of gold which locked price is less than or equal to 500gm.  -Rebate will be given on referral purchases.

## The amount of rebate and discount shall be at DinarPal's sole discretion.

# Limitation of liability

## In any event DinarPal shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the products nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the products.

# Privacy Policy

## DinarPal will not disclose information regarding your personal details, account or transactions to any third party other than in accordance with its Privacy Policy as indicated on the site. You hereby agree that you have read and accepted the Privacy Policy.

# Force Majeure

## Force majeure means circumstances that impede the fulfillment of DinarPal's obligations under these Terms and Conditions which are not within DinarPal's reasonable control, including late and/or delayed delivery and incomplete delivery caused by circumstances beyond DinarPal's reasonable control. In a force majeure situation all of DinarPal's obligations shall be suspended.

# Severability

## If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. You and DinarPal are deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from them.

# Non-waiver

## Failure of DinarPal to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that DinarPal may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by either party of any breach of any clause hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other clause.

# Governing Laws

## Any dispute arising in connection with these Terms and Conditions will be governed by the laws in force in Malaysia.

# Compliance with the Anti-Money Laundering and Anti Terrorism Financing Act 2001 (hereinafter referred to as “the Act”)

## DinarPal shall comply with the Act which requires all dealers of precious metals to report transactions that exceeds a specific threshold amount, is suspicious in nature and there is reasonable grounds the proceeds are generated from an unlawful activity, to the Financial Intelligence Unit in Bank Negara Malaysia without alerting the Customer on the matter.

# Enquiries

## Should you have any questions, suggestions or complaints concerning your order and/or these Terms and Conditions, please do not hesitate to contact us at security@dinarpal.com or call +6012-222 8069.