

Terms and Conditions for B Infinite Pay e-Wallet

The Terms & Conditions governing the registration and use of B Infinite Pay e-wallet under BLoyalty Sdn Bhd (Company No. 198601005410 (154570-W)) (“BLoyalty”) are as follows:

1. DEFINITIONS & INTERPRETATION

1.1 In these Terms & Conditions, the following words shall have the following definitions:

"Approval"	means the approval by Bank Negara Malaysia under Section 11 of the Financial Services Act 2013 to BLoyalty for the issuance of the Electronic Money subject to the terms and conditions imposed thereto.
"Account"	means an electronic wallet account (“ e-wallet ”) that contains Electronic Money which is link to User’s mobile device for payment of goods, products and services at Merchant’s Outlets;
“Activation” or “Activated”	means User’s Account is turned on, operational and can be used;
“Authentication” or “Authenticated”	means an electronic confirmation sent by User to BLoyalty authorizing the Transaction undertaken or made;
“Authentication Method”	means the way Transaction is authenticated by User via PIN, biometrics or facial recognition or such other mode acceptable and as determined by BLoyalty;
“Available Balance”	means the available funds in the form of Electronic Money which can be used at any given time subject to the maximum Wallet Limit.
“BNM”	means Bank Negara Malaysia;
“B Infinite”	means the brand name of the loyalty program managed by BLoyalty Sdn Bhd;
“B Infinite App”	means the B Infinite mobile App that may downloaded onto an Android or iOS mobile device;
“B Infinite Website”	means <u>www.binfinite.com.my</u>
“BLoyalty”	means BLoyalty Sdn Bhd (Company No. 198601005410 (154570-W)) a company incorporated in Malaysia and having its registered office at Lot 13-01A, Level 13 (East Wing), Berjaya Times Square, No. 1 Jalan Imbi, 55100 Kuala Lumpur;
“B Infinite Pay”	means the telco agnostic digital wallet operated by BLoyalty;

it is a payment instrument made available via a mobile app which facilitates various Electronic Money transactions;

- “Business Day” means any day (excluding Saturdays, Sundays and Public Holidays) on which BLoyalty is open for business;
- “Daily Transaction Limit” means the daily limit imposed on total transactions for any particular day;
- “Electronic Money” means any money in electronic form issued by BLoyalty in exchange for monies paid to BLoyalty by the User or redemption of loyalty points earned by the User, which Electronic Money may be utilised by the User to make payment to the Merchant for the purchase of goods, products and services and any other transactions as may be allowed by BLoyalty subject to the Approval and the Wallet Limit;
- “Electronic Money Transfer” means the service which enables User to transfer or receive Electronic Money from or into User’s Account to or from another User’s B Infinite Pay Account;
- “Fees and Charges” means any fees or charges imposed for registering or using the Account as prescribed in Clause 12;
- “Merchant” means any party that has entered into B Infinite Pay Merchant Agreement with BLoyalty and accepts the Electronic Money issued to the User to pay for the purchase of goods, products and services as may be allowed by BLoyalty;
- “Merchant Outlets” means any outlets or any online platform operated by the Merchant which accept B Infinite Pay and have been listed by the Merchant with BLoyalty in accordance with this Agreement;
- “Mobile Device” means a portable and wireless telecommunications device together with accessories including but not limited to smartphones and handheld tablets used by User;
- “Monthly Transaction Limit” means the cumulative monthly limit imposed on total transactions for any particular month
- “Online Statement” means the statement containing all successful transactions history which is accessible by User from the App;

“Payment”	means the payment made by any User to BLoyalty via deduction of monies sitting in the B Infinite Pay Account for completed purchase of Products;
“PIN”	means User’s Personal Identification Number which consist of a 6-Digit number and has to be key-in by a User to authorize each payment or any transfer transaction from the Account;
“Products”	means any and all goods, products and services made available by the Merchant for sale to any User;
“Top-up”	means the process of topping up of Electronic Money into User’s Account via any method as determined by BLoyalty;
“Transaction”	means the type of transactions that can be performed by User via the B Infinite Pay Account such as Payment, Top-up, Transfer Out or any other new services that may be introduced by BLoyalty from time to time;
“Transfer Out”	means the withdrawal of Electronic Money from User’s Account and the immediate transfer to User’s personal bank account via any method as determined by BLoyalty;
“User”	means any party to whom the Electronic Money has been issued or who uses the Electronic Money to make payment to the Merchant for the purchase of goods, products and services and any other transactions as may be allowed by BLoyalty;
“Wallet Limit”	means the maximum cash value of Ringgit Malaysia Two Hundred (RM200.00) that can be stored in User’s Account at any point in time (unless revise by BLoyalty in accordance to new regulations / rules imposed by BNM);

1.2 The headings in the clauses are for reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.3 References to singular numbers shall include plural numbers and vice versa.

1.4 References to masculine genders include feminine and neuter genders.

2. DOWNLOADING OF APP AND REGISTRATION

2.1 The User may download the B Infinite App and register with BLoyalty provided always that the User must :

- 2.1.1 be a Malaysian and have attained eighteen (18) years of age or above at the time of registration;
 - 2.1.2 agree to the terms of use by providing true and accurate latest personal information relevant for registration; and
 - 2.1.3 have read, understood and further agreed with all the terms and conditions stated herein and the information stated on the product disclosure form.
- 2.2 BLoyalty has absolute right to reject any application for B Infinite Pay Account without disclosing any reason whatsoever or if personal information or other documentation in support are inaccurate or insufficient to verify and / or identify the User.

3. USER'S UNDERTAKING

- 3.1 The User shall undertake :
- 3.1.1 to keep the B Infinite Pay Account safe and maintain security of log-in details, PIN and other information in relation to B Infinite Pay Account at all times;
 - 3.1.2 not to allow any unauthorized usage or share any details with other third party in respect of the B Infinite Pay Account and shall immediately change the Authentication Method or PIN and inform BLoyalty in the event that B Infinite Pay Account has been compromised or where any unauthorised access has occurred or suspected to have occurred;
 - 3.1.3 to notify BLoyalty as soon as practicable if there are any changes in the personal details of the User;
 - 3.1.4 to use the B Infinite Pay Account for purchase of the Products only;
 - 3.1.5 not to use the B Infinite Pay Account for any purpose which is against public interest, public order or national harmony or for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or transmitting any content which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character or in any other manner which may result in complaints, claims, disputes, penalties or liabilities to BLoyalty;
 - 3.1.6 to ensure that the Wallet Limit is not exceeded at any time;

- 3.1.7 not to use in excess of Ringgit Malaysia Nine Hundred Ninety Nine (RM999) per day, Ringgit Malaysia Four Thousand Nine Hundred Ninety Nine (RM4,999) per month and Ringgit Malaysia Fifty Nine Thousand Nine Hundred Ninety Nine (RM59,999) per year when using the B Infinite Pay Account to purchase the Products;
- 3.1.8 to ensure sufficient cash remains in the B Infinite Pay Account for any Transaction or such other purposes when dealing with BLoyalty. If for any reason the B Infinite Pay Account has a negative balance, the User shall immediately carry out the Top-up failing which it shall constitute a debt due and owing to BLoyalty and may result in BLoyalty suspending or terminating the B Infinite Pay Account and / or commence legal action proceedings against the User;
- 3.1.9 to regularly check, verify and confirm all Transaction history in the B Infinite App and notify BLoyalty within 14 days from Transaction date of any errors or discrepancies failing which BLoyalty shall not be obliged to process any further requests for reversal of wrong entries or records;
- 3.1.10 ensure that you do not use the B Infinite App on any illegally modified devices such as jailbroken device, rooted device or any device that has been altered in any way whatsoever. In the event you used such a device, BLoyalty shall not be liable in anyway whatsoever for any and all losses or damages which you may suffer including but not limited to any financial and/or information loss;
- 3.1.11 to resolve all complaints and disputes in respect of any Transaction with the Merchant directly;
- 3.1.12 to ensure that the monies used to Top-up the B Infinite Pay Account are not obtained from unlawful sources nor relate to any unlawful activities as specified under the Anti-Money Laundering and Anti-Terrorism Act 2001 (“**AMLAATFA**”) and in compliance with the Financial Services Act 2013 (“**FSA**”); and
- 3.1.13 to comply with all other terms and conditions (including the latest amendments and / or variations) which BLoyalty may impose on use of the B Infinite Pay Account from time to time.

4. Financial Services Act 2013 and Anti-Money Laundering and Anti-Terrorism Act 2001

- 4.1 The use of the B Infinite Pay Account is subject to FSA, AMLAATFA and all such regulations and directives made by BNM.

4.2 BLoyalty may block any Transaction if it has reasonable grounds to believe that the said Transaction constitute a breach of FSA, AMLAATFA and / or any such regulations and directives made by BNM.

5. SUSPENSION AND TERMINATION OF B INFINITE PAY ACCOUNT

5.1 BLoyalty has absolute discretion to suspend and / or terminate the B Infinite Pay Account by giving two (2) Business Day notice if the User has breached any of these Terms and Conditions or pursuant to any of the circumstances stated hereunder.

5.2 BLoyalty shall suspend the User's B Infinite Pay Account, with or without any written notice, for purposes of, including but not limited to, system maintenance, suspicious activities, insufficient funds under Available Balance, at BNM's or other lawful regulators' request, compliance checks and audits or such other reasons.

5.3 BLoyalty may elect to terminate the B Infinite Pay Account when the User :

5.3.1 defaults in any payment due and owing to BLoyalty; or

5.3.2 the User dies or becomes insane; or

5.3.3 repeatedly uses the B Infinite Pay Account in excess of the Available Balance; or

5.3.4 is in breach of FSA, AMLAATA and / or any such regulations and directives made by BNM or fails to comply with any of these Terms and Conditions.

5.4 The User may terminate the B Infinite Pay Account by notifying BLoyalty through the B Infinite App. Upon termination of the B Infinite Pay Account by the User, his obligation to pay to BLoyalty all monies owing remain. If there is Available Balance in the B Infinite Pay Account, User needs to perform a Transfer Out to withdraw the monies to the User's personal banking account only.

5.5 Upon termination of the B Infinite Pay Account :

5.5.1 by BLoyalty, the User shall immediately settle any outstanding debts due and owing under the B Infinite Pay Account; or

5.5.2 by the User, the User may Transfer Out the Available Balance in the manner set out in Clause 9 below.

6. LIABILITY AND RESPONSIBILITY OF USER

- 6.1 The User must take utmost care and reasonable precaution to prevent the loss, theft, fraudulent use and unauthorised usage by third party of the B Infinite Pay Account (collectively referred to as “**Unauthorized Dealings**”).
- 6.2 In the event that an Unauthorized Dealings has occurred or about to occur, the User shall immediately change the Authentication Method or PIN and inform B Loyalty in writing to either suspend or block the B Infinite Pay Account failing which the User shall be liable for all Transactions incurred prior to making the said written report.
- 6.3 The User shall be responsible for any fees charged by his banks or such other third parties, if any, arising from any concluded Transaction.

7. DISCLAIMER OF LIABILITY AND RESPONSIBILITY BY BLOYALTY

- 7.1 B Loyalty shall not be liable and responsible to reimburse or refund in full or in part to the User :
 - 7.1.1 if there is a failure to report Unauthorized Dealings under Clause 6.2; or
 - 7.1.2 if any Merchant fails, neglects or refuses to honour the B Infinite Pay Account through no fault of B Loyalty or if there are any defects or deficiencies or of non-merchantable quality in any of the Products provided by the Merchant.
- 7.2 Notwithstanding Clause 7.1.2, the User may elect to commence legal proceedings against the Merchant arising from any dispute over the Products.
- 7.3 If the User disputes any Transaction and further notifies B Loyalty in writing, B Loyalty shall immediately investigate the disputed Transaction and shall only credit the amount refunded in the manner stipulated under Clause 10.
- 7.4 B Loyalty makes no representation or warranty, express or implied, that the B Infinite Pay and its features shall always be reliable, timely, secure, without error or defect free, or that the services will be uninterrupted and available at all times or at all locations because the said services are dependent on third party digital and wireless networks / technologies and facilities, including but not limited to wireless connectivity, information technology and software, which are not within B Loyalty's control.

8. TERMS OF PAYMENT

8.1 The User shall immediately pay any outstanding debt due and owing to BLoyalty:

8.1.1 if the B Infinite Pay Account is suspended; or

8.1.2 upon termination of the B Infinite Pay Account for any reason whatsoever.

9. TRANSFER OUT

9.1 No cash withdrawal is permitted under the B Infinite Pay Account save and except where the User transfer funds out of his B Infinite Pay Account to his own personal banking account by using the Transfer Out feature or where the B Infinite Pay Account is terminated pursuant to Clause 5 above.

9.2 BLoyalty shall be permitted to charge RM1.50 per transfer (or such fees as determined BNM).

9.3 The User must ensure that there is sufficient Available Balance for the amount to be transferred out plus the applicable fees before the transaction can be authorised by BLoyalty.

10. REFUND FROM MERCHANTS

10.1 BLoyalty may credit any refund from Merchants after written complaint against the Merchants are resolved to User's B Infinite Pay Account in the event that BLoyalty receives a credit refund from the Merchant for that particular purpose.

11. TOP-UP, DAILY TRANSACTION LIMIT, WALLET LIMIT AND DEBIT BALANCE

11.1 The User may Top-up his B Infinite Pay Account via fund transfer from the User's bank account, credit or debit card and shall pay any fees imposed by third party for using such services.

11.2 The minimum amount for each Top-up is Ringgit Malaysia Ten (RM10.00) and the maximum amount for each Top-up is Ringgit Malaysia Two Hundred (RM200.00) provided always that :

11.2.1 at any time, the maximum Available Balance shall not exceed the Wallet Limit; and

11.2.2 the Top-up shall only be credited in the User's B Infinite Pay Account after BLoyalty has received that amount from the User.

11.3 The Daily Transaction Limit is set at Ringgit Malaysia Nine Hundred Ninety Nine (RM999), Monthly Transaction Limit is set at Ringgit Malaysia Four Thousand Nine Hundred Ninety Nine (RM4,999), and Annual Transaction Limit is set at Ringgit Malaysia Fifty Nine Thousand Nine Hundred Ninety Nine (RM59,999). Any Transaction exceeding the Daily Transaction Limit, Monthly Transaction Limit and Annual Transaction Limit shall be automatically rejected by BLoyalty.

11.4 If any error occurred during the Top-up which resulted in a debit balance on the B Infinite Pay Account, the User shall repay that amount due and owing to BLoyalty within seven (7) days from the BLoyalty's request for payment.

12. FEES AND CHARGES

12.1 In consideration for usage of the B Infinite Pay Account and for services provided under these Terms and Conditions, the User shall pay BLoyalty :

12.1.1 Ringgit Malaysia One and Sen Fifty (RM1.50) only for Transfer Out transaction in B Infinite Pay Account closure or termination; and

12.1.2 such other charges as and when permitted by BNM.

12.2 All fees and charges due and owing and paid by the User shall be posted and reflected in the Online Statement and debited from the B Infinite Pay Account.

13. CHECKING TRANSACTION DETAILS

13.1 The User can check and verify all Transactions in the Online Statement in the B Infinite App.

13.2 The User shall inform BLoyalty of any error or omission within fourteen (14) days from the Transaction date if he detects any such error or omission failing which the said entries contained in the Online Statement shall deemed accurate, correct, conclusive and binding and the User shall not thereafter institute any further claim or complaint against BLoyalty.

14. AMENDMENTS, DELETION AND VARIATION

14.1 BLoyalty may amend, change, delete or vary the Terms and Conditions at any time and from time to time by giving twenty-one (21) days' notice to the User through posting on B Infinite Website or B Infinite App. Such changes shall be effective on the date specified by BLoyalty.

- 14.2 In the event that the User is not agreeable to accept any such amendments, changes or variations, the User may elect to cancel the B Infinite Pay Account by writing to BLoyalty Sdn Bhd or perform self-cancellation via B Infinite App.
- 14.3 The User continuous usage of the B Infinite Pay Account after the effective date of any such amendments, changes or variations shall be deemed as the User's unequivocal acceptance of such amendments, changes or variations.

15. DORMANT ACCOUNTS

- 15.1 Should a member's account remain dormant for 7 years, the account will be closed by BLoyalty and the remaining balances will be transferred to the Unclaimed Monies Department, Jabatan Akauntan Negara.
- 15.2 Thereafter, the account owner will be able to claim their rightful monies directly from the Unclaimed Monies Department.

16. NOTICES

- 16.1 Any communication or notification to the User is deemed sent to and received by the User if left at or sent by ordinary post to his / her last known address or sent by short messaging system services ("**SMS**") to the User's mobile phone number on record or by electronic mail to the User's e-mail address on record or by inbox message in the B Infinite App or advertised in any media including the Internet or as downloaded at B Infinite Website.
- 16.2 Service of any notices or legal process is deemed effected on the date of delivery if sent by hand or if sent by post, on the third Business Day after posting to the User at his address registered with BLoyalty or at the time of sending if sent by SMS or electronic mail or in-box message or on the date of any advertisement by the BLoyalty if advertised.
- 16.3 The User confirms that he has read, understood and agreed to be bound by the Privacy Notice of BLoyalty (available at B Infinite Website) and the clauses herein, as may relate to the processing of his personal data and information. Pursuant to the Personal Data Protection Act 2010, the User hereby unequivocally consent to BLoyalty disclosing any information relating to the User or the User's B Infinite Pay Account to :
- 16.3.1 BNM;
- 16.3.2 Trustee;
- 16.3.3 any other Merchants; or

16.3.4 B Loyalty's agents or associates –

- 16.3.4.1 to enable B Loyalty to perform its functions; and / or
- 16.3.4.2 to prevent crime and for audit, debt collection and service process purposes; and / or
- 16.3.4.3 to investigate, report and prevent money laundering, terrorist financing and criminal activities generally; and / or
- 16.3.4.4 for any and all other purposes required by law or pursuant to any judgment order or decree granted by any competent court or authority.

16.4 The User may notify B Loyalty at any time if he does not wish to receive any marketing material or communication from B Loyalty and / or their Merchants by contacting B Loyalty through the followings :

Manual Opt Out	Via B Infinite App
Contact Centre	03-21418080
Email	enquiry@binfinite.com.my
Correspondence Address	B Loyalty Sdn Bhd Level 16 Menara Cosway No. 12 Jalan Imbi 55100 Kuala Lumpur

17. FORCE MAJEURE

17.1 Neither Party shall have any liability for any delay or default in its obligations under these Terms & Conditions to the extent caused by circumstances beyond its control including without limitation acts of God, acts of the public enemy, decrees or restraints by governmental authorities, computer or utilities failure, strikes, war, riots, insurrections, civil commotion, acts of terrorism and other causes of such nature and acts or omissions of other providers of telecommunications services (each, a "**Force Majeure Event**"). If any of the aforesaid events occur for a continuous period of at least thirty (30) days, both Parties shall for the duration of such event be relieved of any affected obligation under this Agreement provided that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by such event.

18. MISCELLANEOUS

- 18.1 If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 18.2 This Agreement executed by the Parties herein shall be interpreted and construed in accordance with the laws of Malaysia. All disputes arising out of this Agreement shall be subject to the jurisdiction of the courts of Malaysia or such other method of adjudication as imposed by law.
- 18.3 Failure or delay by BLoyalty to exercise any right, power or privilege shall not affect the User's liability to BLoyalty nor shall any single or partial exercise of any right, power or privilege prevent BLoyalty from further exercising its right, power or privilege contained in these Terms and Conditions.
- 18.4 The obligations of the User shall be binding on the User's legal representatives or successors in title.
- 18.5 Notwithstanding anything in these Terms and Conditions, BLoyalty's rights and entitlement under these Terms and Conditions and the Users existing obligations shall continue to remain in full force and effect even though the B Infinite Pay Account has been cancelled, revoked or suspended by BLoyalty.
- 18.6 BLoyalty reserves the right to add, amend, delete or vary any provisions under these Terms and Conditions at any time. Any such changes or variations shall become effective immediately upon upload and publication of the same on B Infinite Website. As such, the User is obliged to regularly check the latest Terms and Conditions in the event of any updates or amendments.
- 18.7 The User's continued use of the B Infinite Pay Account shall amount to and constitute the User's acceptance of the prevailing Terms and Conditions including any terms and conditions which may have been amended, deleted or varied from time to time.
- 18.8 A Bahasa Melayu version of this Agreement is available to the User at B Infinite Website. In the event of any ambiguities, discrepancies or inconsistencies, the English version of this Agreement shall prevail over the Bahasa Melayu version.