

XOX Wallet TERMS AND CONDITIONS

1. GENERAL

- 1.1 These XOX Wallet terms and conditions ("**Terms and Conditions**") are applicable to users of XOX Wallet mobile application ("**XOX Wallet**") and its services ("**Services**" and "Services" shall include the use of XOX Wallet) are made available, maintained, operated and managed by XOX.
- 1.2 The Services are offered to you subject to your acceptance of these Terms and Conditions and all other applicable terms and conditions, rules, policies, regulations, and law that may or may not be communicated from time to time.
- 1.3 XOX shall be entitled at any time and from time to time, to modify, amend or change these Terms and Conditions ("**Variation**"), in whole or in part as it deems appropriate and at its sole and absolute discretion. In such instance, wherever possible, XOX shall notify you of such Variations (including the effective date for the same) via an announcement to be published on the main page of XOX Wallet and your continued use of the Services shall be bound by such modified Terms and Conditions.
- 1.4 By using XOX Wallet mobile application supplied to you by XOX and downloading and installing and associated software supplied by XOX, upon Activation, you shall be deemed to have unconditionally: -
- a) Read and fully understood and accept and agree to be bound by these Terms and Conditions and any future amendments and/or additions to the Terms and Conditions as published from time to time; and
 - b) grant consent to XOX using and processing your personal information and data in accordance with XOX's Privacy Policy.
- 1.5 Please read these Terms and Conditions carefully before accessing and/or using the Services. If you do not accept or agree to these Terms and Conditions, kindly refrain from accessing/using or continuing to access/use the services.
- 1.6 XOX reserves the right to suspend or terminate your access to or usage of all or any part of XOX Wallet at any time without any liability to you.

2. DEFINITION

- 2.1. For the purposes of these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings, and defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

"Account"	Refers to your XOX Wallet account opened or activated by to access the virtual wallet, which is: (a) link to XOX Wallet app. (b) managed and supervised by XOX; and (c) which records, among other things, the amount of e-Money which is available to you for use;
"Account Limit"	Means the maximum limit in your Account for RED and, BLUE and Premier only at any point of time. Such amount may be revised by XOX from time to time.
"Active"	means the status of your XOX Wallet account is active once top-up has been made by user
"Activation" or "Activated"	Means the point in time when your XOX Wallet Account is activated for access and use;
"Annual Transaction Limit"	means the limit imposed on relevant Transaction in one (1) year;

“Authentication” or “Authenticated”	means a confirmation sent by you to XOX authorising a particular transaction undertaken or transacted by you. Such authentication shall be in a manner stipulated or determined by XOX from time to time including but not limited to key in your personal identification number;
“Available Balance”	means the e-Money which can be used at any given time subject to the Wallet Limit;
“BLUE”	refers to XOX Wallet account with the lowest limit
“Daily Transaction Limit”	means the limit imposed on relevant Transaction in one (1) calendar day;
“Deactivate”	Refers to the deactivation of your XOX Wallet account from the app
“e-Money”	E-money serves as a payment instrument that can be used to make payments for purchases of goods and services to merchants who accept e-money as a mode of payment. E-money users may also send or receive funds to or from another user’s e-money or bank account, respectively, through person-to-person (P2P) fund transfer service if the e-money issuer (EMI) is allowed to offer such service.
“Force Majeure”	means any cause which is not within the control of XOX including but not limited to act of God, flood, natural disaster, landslides, mudslides, soil erosions, storm, fire, earthquakes, war, riot, civil commotion, natural catastrophe, industrial disputes of any kind, act of government, government restraint, expropriation, change of law, strike, lockouts, blockade, outbreaks and pandemics and the interruption or failure of utility service including but not limited to electric, power, gas, water or telecommunication services;
“FPX Online Banking”	FPX is a convenient and secure online payment solution that allows real-time debiting of customer's internet banking account of multiple banks. It also allows immediate and direct crediting into merchant's account by banks;
“Intellectual Property Rights”	means rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademark or trade business names), copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof);
“Mobile Device”	means a portable and wireless telecommunications device together with accessories including but not limited to smartphones and handheld tablets used by you to access and/or use the Service;
“Payment”	means the payment to XOX and/or Participating Merchants for the purchase of goods and services using e-Money by means of the App;
“Password and PIN”	refers to the password used to log into the app and the PIN is used to authorize every payment from the wallet;
“Participating Merchant”	means the seller, trader, retailer, vendor authorised to sell goods and/or services using XOX Wallet;
“RED”	refers to XOX Wallet account with a higher limit than BLUE
“Refund Policy”	means the refund policy as set out in this Terms and Conditions hereof or may be determined from time to time by XOX with respect to the services;
“Terms and Conditions”	(a) These terms and conditions for the service as may be varied or modified from time to time at XOX’s sole discretion.

	(b)
Top-up	refers to the topping up of the e-money into your XOX Wallet Account;
“Transaction”	refers to the transaction performed by you via the Service including but not limited to: – (a) Payment to Merchant. (b) Top-up. (c) XOX Wallet Transfer; or (d) Any other service as may be introduced by XOX from time to time;
“User”, “You” or “Your”	refers to the person individual who has registered a XOX Wallet Account with XOX who uses and/or accesses the Services;
“XOX”	Refers to XOX COM SDN BHD Registration (No. 200501027788 (709922-X)) (“XOX”).
“XOX Wallet”	Refers to the mobile application known as “XOX Wallet” which is owned and operated by XOX COM SDN BHD;

3. About XOX Wallet

- 3.1. XOX Wallet is an electronic wallet (e-wallet) that holds e-Money. It is a virtual wallet that may be used by you to store and utilize your e-Money to carry out a Transaction.
- 3.2. XOX Wallet is made available to you at the sole and absolute discretion of XOX.
- 3.3. XOX Wallet does not represent that its XOX Wallet and its services may be available in all regions and countries.
- 3.4. You must have a valid XOX Wallet Account to access and use the Services.

4. YOUR ACCESS AND USE OF THE SERVICES

- 4.1. As a User, you agree to:
 - i. Access the XOX Wallet and use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith.
 - ii. Comply with all guidelines, notices, operating rules, and policies and instructions pertaining to the use of XOX Wallet, as well as any amendments thereto issued by us from time to time; and
 - iii. Ensure that any information or data you post or cause to appear on the XOX Wallet in connection with the Services is accurate and up to date.
 - iv. Not allow anyone else but themselves access their respective XOX Wallet Account. Any person that you allow to access the XOX Wallet and its service using your account shall also be bound by these Terms and Conditions.
- 4.2. You warrant that you will NOT under any circumstances:
 - i. Use the Services to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person.
 - ii. Use the Services to cause excessive or disproportionate load on the service or XOX’s system.
 - iii. Use the Services for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character.
 - iv. Use, permit or cause to be used the Services to improperly or for any activities which breach any laws, infringe a third party’s rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require XOX to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Services or the internet;
 - v. Circumvent user authentication or security of any host, network or account (referred to as “cracking” or “hacking”) nor interfere with service to any user, host or network (referred to as “denial of service attacks”) nor copy any pages or register identical keywords with

search engines to mislead other users into thinking that they are reading XOX's legitimate web pages (referred to as "page-jacking") or use the XOX Wallet or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability, and XOX will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

- vi. Attempt to probe, scan or test the vulnerability of any of XOX system or network or breach any security or authentication measures.
- vii. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of the service providers or any other third party (including other users) appointed by XOX to protect our ability to provide the Services.
- viii. Attempt to download the XOX Wallet for the use of the Services through any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by XOX or other approved third-party web browsers.
- ix. Copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Services or any information obtained by you while using the Services or while accessing the XOX Wallet.
- x. Remove, change and/or obscure in any way anything on the XOX Wallet and/or the Services or otherwise use any material obtained whilst using XOX Wallet except as set out in the Terms and Conditions.
- xi. Use any of XOX's trademarks, logo, URL or product name without XOX's express written consent.
- xii. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; and
- xiii. Impersonate or misrepresent your affiliation with any person or entity.
- xiv. Use or take part (directly or indirectly) in the use of cheats, exploits, automation software, emulators, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Services.
- xv. Use the Services for commercial purposes or financial gain.
- xvi. Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus or other attempts to disrupt the Services or any other person's use or enjoyment of the Services.
- xvii. Use the Services or XOX Wallet App for any purpose which is against public interest, public order or national security or for any unlawful purposes including but not limited to gambling or other criminal purposes which may result in complaints, claims, disputes, penalties or liabilities to XOX.
- xviii. Use the Services in connection with fraudulent, abusive, or illegal activity, including but not limited to device ID manipulation, misrepresentation of offer eligibility (including deceptive geolocation manipulations), interference with our services or systems (bots, crawling, spam, etc.), or attempts to decompile or reverse engineer our code (other than as permitted by law); and/or
- xix. By act or omission, directly or indirectly, bring XOX into disrepute.

5. USE OF SERVICES

- 5.1. To register for a XOX Wallet, you are required to download the XOX Wallet application and install the XOX Wallet feature, and follow the registration requirements accordingly. You will be further required to create an Account by clicking on the "Register" link and following the on-screen prompts and provide the requested information including but not limited to your name as per identity card, preferred name, password, your mobile phone number or other similar identification properties. Your Account is considered active once you make your first top-up.

- 5.2. You may only use the Services once your Account has been activated. Once your Account has been Activated, your use of the the Services shall be strictly in accordance with these Terms and Conditions. Your account is considered active within the first 24 months from your last top-up transaction made.
- 5.3. XOX Wallet and the Services are only available on a Mobile Device and is strictly for your own personal use only as a subscriber to XOX's network. Any instructions, confirmation and/or communication sent from your Mobile Device shall be deemed to have been sent and/or issued by you irrespective of whether such instructions, confirmations and/or communications were sent by you or not. You shall be personally liable and responsible for the use of your Account including but not limited to all transactions undertaken and/or transacted using the Account once the said transaction has been Authenticated irrespective of whether the transactions is undertaken and/or transacted by you unless it can be established that such transactions was erroneously transacted due to an error on XOX's part.
- 5.4. The Services made available to you via XOX Wallet may perform the following transactions (each a "Transaction"):
 - i. Top-up.
 - ii. e-money Transfer.
 - iii. Payment to Merchant
 - iv. or any other service as may be introduced by us from time to time.All the aforementioned transactions by you shall only be undertaken and/or transacted with e-Money save and except for Cash In.
- 5.5. By using XOX Wallet and the Services: -
 - i. You authorize the deduction of e-Money and/or funds from your Account and the deposit of e-Money and/or funds into your Account to carry out the relevant Transactions.
 - ii. Your use of the Service is subject to the XOX Wallet Limit and the Transaction Limit applicable to our Account. This qualification includes but is not limited to you being restricted and/or prohibited from perform a Cash In transaction or receiving an e-Money Transfer whereby the total amount in your Account will exceed your Wallet Limit.
 - iii. You are to ensure that there is sufficient Available Balance in your Account before using the Services to cover the total cost of the transaction (including any taxes and other applicable fees or charges) failing which XOX reserves the right to block, reject or decline the transaction to be transacted through your Account.
 - iv. XOX does not make any warranty, representation and/or undertaking (expressly, impliedly or otherwise) that XOX Wallet and any subsequent revisions, modifications, updates, upgrades or versions is and would be compatible with your Mobile Device. It is your responsibility to ensure that the XOX Wallet is and will be compatible with your Mobile Device at all times and you acknowledge and agree that XOX shall not be liable in any manner whatsoever for any liability, loss, damages, cost and expense suffered and/or incurred by you due to XOX Wallet being incompatible with your Mobile Device.
 - v. You shall, at all times be solely responsible to keep confidential and safeguard your account details including your username and transaction PIN Number. You shall not disclose your username and transaction PIN Number to any person.
 - vi. The record of all Transactions authenticated through the transaction PIN Number and Mobile Device number registered for the Account shall be binding and conclusive evidence of your Transactions. Any information, instructions and/or confirmation sent from the Mobile Device via the Account shall be deemed to have been issued by you notwithstanding that such information, instructions and/or confirmation may have been issued by a third party, whether authorised or otherwise, XOX shall deem that the Services has been accessed legitimately and the Transactions conducted shall be valid. XOX shall not entertain any request to reverse any wrongful Transactions authenticated through the Transaction PIN Number and Mobile Device / mobile number registered for the Account.
 - vii. Notwithstanding anything to the contrary, we reserve the right to block or decline any transaction at our sole and absolute discretion without assigning any reason thereto.

- viii. You may opt out from the Services at any time by deactivating and deleting your account on XOX Wallet; and
- ix. You agree to indemnify XOX from any expenses, liability, loss, damages and actions whatsoever arising from your purchase and use of products that are powered from XOX.

6. USER'S RESPONSIBILITY

You are hereby unconditionally and irrevocably:

- i. Confirm that you have read, understood and accept these Terms and Conditions.
- ii. Agree to abide by these Terms and Conditions.
- iii. Agree that you are responsible for all Transactions entered under your use and/or access to the Services.
- iv. Keep your personal information, Password and PIN for your Account confidential always and shall take all steps to prevent the disclosure of your Password and PIN.
- v. Ensure that all information and data provided to XOX including personal data are true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. XOX shall not be responsible and liable whatsoever and howsoever to you due to any inaccurate or incomplete information and data provided to XOX.
- vi. Comply with all notices or instructions given by XOX from time to time in relation to the use of the Service and/or the XOX Wallet.
- vii. Be responsible for all equipment necessary to use the Service and/or the XOX Wallet, and for the security and integrity of all information and data transmitted, disclosed and/or obtained by the Service and/or the XOX Wallet.
- viii. Be responsible and liable for all usage of and all payment of the fees, charges, taxes and duties for using the Services including but not limited to payment of all fees, charges, taxes and duties for the purchase of products and/or services to XOX and third parties including Participating Merchants in a timely manner.
- ix. Be fully responsible for any and all data transmitted or broadcasted from your Mobile Device whether by you or any other person; comply with all applicable laws of Malaysia relating to the Service, including without limitation to the Communication and Multimedia Act 1998, Financial Services Act 2012, Anti Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and their respective subsidiary legislation, which may be amended from time to time;
- x. Take all reasonable steps to prevent fraudulent, improper or illegal use of the Service.
- xi. Cease to utilise the Service or any part thereof for such period as may be required by XOX.
- xii. Report immediately to XOX upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use. You agree to lodge a police report whenever instructed by XOX and to give XOX a certified copy of such report.
- xiii. Download and install the XOX app from the Google Play Store and/or Apple iOS store from the official XOX account. Any downloads & installation outside of this will be deemed unlawful and any actions thereafter by the user will not be liable by XOX; and
- xiv. Fully indemnify and shall keep XOX fully indemnified against any loss, damage, liability, cost or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorised use or exploitation of the services or part thereof.

7. XOX'S RIGHTS AND OBLIGATIONS

- 7.1 XOX reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend or terminate the Service or any part thereof without prior notice and XOX shall not be liable for any loss or inconvenience to you resulting there from.
- 7.2 XOX reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend these Terms and Conditions or any part thereof. XOX will provide twenty-one (21) days' notice of any

material changes to these Terms and Conditions. Your continued use of the Service after the effective date of any variation, addition or amendments to these Terms and Conditions shall constitute your unconditional acceptance of such variations, additions or amendment.

- 7.3 Unless otherwise notified by you, you agree that XOX may send you notifications relating to promotional and marketing activities from time to time. You may opt out from receiving any promotional or marketing messages from XOX by unsubscribing via email or contacting customer service.
- 7.4 XOX may extract any details or personal information or any other data from you which is required to be used as evidence in court and/or when necessary, in the event of a suspected and or proven misuse of the Service.
- 7.5 XOX may run campaigns/contest or promotions in relation to the Service as may be notified to you from time to time. You agree that your participation in such campaign/contest/promotion shall be subject to the specific terms and conditions of such campaign/contest/promotion; and
- 7.6 You agree that by using the Services, you are giving consent to XOX that the information collected by XOX from you (“Personal Information”) will be used and/or disclosed in accordance with our Privacy Policy as posted on our website and Personal Data Protection Act 2010. You are advised to read our Privacy Policy to understand your rights with regards to your Personal Information.
- 7.7 Notwithstanding anything to the contrary, if any information provided by you is untrue, inaccurate, not current or incomplete, XOX has the right to immediately terminate your account and refuse any and all current or future use of the Services or access to the App.
- 7.8 XOX reserves the right to investigate your complaints or any unusual activities from your Account and take appropriate action in our sole discretion, including suspending your Account, reporting such incident or complaint or violation to the relevant authorities. However, XOX shall not be obliged to refund or return any balance in your Account until and unless clearance has been obtained from the relevant authorities (if applicable).
- 7.9 XOX reserves the right to limit or terminate you access to your Account and/or Services without liability whatsoever in accordance with paragraph 11 below.

8. FEES AND CHARGES

The following are applicable:

No	Fee types	Charges
I.	Registration Fee	No charge
II.	Reload Fee	No charge
III.	Transaction Fee	No charge
IV.	Refund Fee	No charge
V.	Withdrawal Fee / Admin Fee	RM 4 for local and RM 10 for international per withdrawal
VI.	Virtual Account Prepaid card	RM12 per year shall be charged by partner bank to users who holds a Prepaid Card.
VII.	Peer-to-Peer Transfer Fee	No charge
VIII.	Prepaid Card Annual Fee	RM12 per year shall be charged by partner bank to users who holds a Prepaid Card.
IX.	Cross Border Prepaid Card Transaction Fee	Partner bank will charge 2.5% per cross border prepaid card transaction to users.

- 8.1 You shall be responsible for any fee and/or charges that may be imposed on certain payment networks for using their channels to perform transactions.
- 8.2 In accessing and using the XOX Wallet and/or Services, you shall be fully responsible and liable for all charges and payment due to your communications service provider to access the XOX Wallet and the Services including but not limited to telephone charges and internet/data charges.

9. XOX Wallet RELOAD AMOUNT

- 9.1 The minimum reload amount to the XOX Wallet is Ringgit Malaysia Ten (RM10.00) unless revised.
- 9.2 To use XOX Wallet’s reload services, you will need to reload the XOX Wallet via FPX online banking.

10. XOX Wallet SIZE AND LIMIT

10.1 The following depicts the differences between the XOX Wallet type and limit:

Wallet Type	Transaction Limit	Daily Transaction Limit	Monthly Transaction Limit	Daily Peer to Peer Transfer Limit	Yearly Transaction Limit
BLUE	RM1,000.00	RM1,000.00	RM12,000	RM1,000.00	RM12,000.00
RED	RM4,999.00	RM4,999.00	RM59,999.00	RM4,999.00	RM59,999.00

11. TERMINATION AND REFUND

- 11.1. In the event you terminate the Service, and you are entitled to a refund, such unutilized sum shall be credited to a bank account nominated by you. You shall provide to XOX all necessary information and documents for the purpose of refund upon request. For the purposes of this clause, “refund” refers to the return of monetary value equivalent of the available e-money which have been issued and stored in the XOX Wallet.
- 11.2. In our sole and absolute discretion, XOX may, upon giving you notice at our earliest opportunity, terminate your use of, Services and/or disable your username and password with immediate effect. XOX may bar access to the Services (or any part thereof) for any reason whatsoever at our sole discretion, including a breach of any of these Terms and Conditions or where if we believe that you have violated any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services.
- 11.3. XOX reserves the right to limit or terminate your access and/or use to your Account and/or Services without liability whatsoever including but not limited to:
- i. Your access and/or use of the XOX Wallet and/or the Services impair or threatens to impair the integrity or functionality of XOX’s network in any manner.
 - ii. XOX’s suspicious of illegal or fraudulent use of the Account, the XOX Wallet and/or the Services; or
 - iii. Your access and/or use of the XOX Wallet and/or the Services violate any law, regulation or governmental action.
- 11.4. XOX is not obliged to assign any reason(s) in terminating or limiting your ability to access to your Account.
- 11.5. Regardless of termination whether pursuant to paragraph 12.1 or 12.2 above, XOX shall not be obliged to release or return any balance in Account in the event of any claim of fraudulent and/or illegal use of the Account, until and unless clearance has been obtained from the relevant authorities, if applicable.

12. REFUND

- 12.1 If you need a refund in respect of any fees or payments made towards the Services or any part thereof, please contact XOX via our in-App "Contact Us", email to contact@fintech.xox.com.my Subject to XOX's determining at its sole discretion that your money was wrongly deducted from your Account for Payment by XOX due to: -
- i. technical error of XOX where your attempted Transaction does not go through.
 - ii. services purchased in App was not made available, XOX may refund to your Account such money which was wrongly deducted.
- 12.2 However, we shall not be responsible to settle any dispute that you may have with merchant for the purchased of goods and services using the Services. You shall be responsible to contact the respective merchants for a refund for products or services purchased from the merchants. We shall not liable any disputes that you may have with the Merchant, and you hereby agree to pay us all Fees and Charges and the merchant for the value of the transaction, notwithstanding any dispute.
- 12.3 For refund process involving account closure, the refund will be processed within 14 working days.
- 12.4 Refund payment will be credited to your registered account unless requested otherwise.
- 12.5 Marketing Credits and Merchant Cashback will not be eligible for refund.
- 12.6 XOX reserves its right not to refund any disputed amount to you if XOX believe you acted contrary to these Term and Conditions.
- 12.7 In the event the Services or your Account is ceased, terminated or suspended by XOX due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLATFA) or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the Available Balance whatsoever and it shall be lawful for XOX to retain for an indefinite period or release to the relevant authorities the Available Balance in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

13 REPRESENTATION AND WARRANTIES

- 13.1 By accepting these Terms and Conditions, you represent and warrant that you are not violating any applicable laws or regulations through your use of the XOX Wallet, your Account and/or the Services, and you agree to defend, indemnify and hold XOX, its employees, affiliates and authorized representatives harmless from any claim, demand (including legal fees and costs), fines, penalties or other liability incurred by XOX due to or arising out of your breach of this representation and warranty. XOX may report any suspicious activity to the relevant authorities.

14 UNCLAIMED E-MONEY

- 14.1 Any unclaimed unutilised e-money is subject to the provisions under the Unclaimed Moneys Act 1965 (UMA).

15 DISCLAIMER

- 15.1 XOX use commercially reasonable efforts to provide you with an enjoyable experience. However, XOX do not claim, warrant, promise or guarantee anything about your use of or experience with the Services.
- 15.2 XOX has no special relationship with, or fiduciary duty to, you. You acknowledge that XOX makes no representations regarding, has no control over, and has no duty to take any action regarding, any third-party apps or other content or materials you may access while using the Services, and you release XOX from all liability in connection therewith. XOX will not be responsible or liable for the accuracy, copyright compliance, legality or decency of third-party content or material contained in or accessed through the Services.

- 15.3 XOX Wallet and the Services are provided on an 'as is' and 'as available' basis. All data and/or information contained in the XOX Wallet, and the Services are provided for informational purposes only. No representations or warranties of any kind, whether implied, express or statutory, including the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the XOX Wallet, or the Services. Without prejudice to the generality of the foregoing, we do not warrant:
- 15.3.1 the XOX Wallet and/or the Services to be error-free or uninterrupted
 - 15.3.2 the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the XOX Wallet, or the Services.
 - 15.3.3 that the XOX Wallet, or they will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected.
 - 15.3.4 that the XOX Wallet, or the Services are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
 - 15.3.5 the security of any information transmitted by you or to you through the XOX Wallet or the Services, and you accept the risk that any information transmitted or received through the Services or the XOX Wallet may be accessed by unauthorized third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet.

16 EXCLUSION OF LIABILITY

- 16.1 XOX and its indemnitees shall not be liable to you for any loss, cost, expense (including legal fees and expenses), damage, penalties or settlement sums whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:
- 16.1.1 any access, use and/or inability to use the XOX Wallet or the Services.
 - 16.1.2 reliance on any data or information made available through the App and/or through the Services. You should not act on such data or information without first independently verifying its contents.
 - 16.1.3 any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
 - 16.1.4 any use of or access to any other website or webpage linked to XOX Wallet, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.
- 16.2 Any misunderstanding, error, damage, expense or loss resulting from the use of the XOX Wallet and/or the Services is entirely at your own risk.
- 16.3 To the extent permitted by applicable law, in no event shall XOX or its affiliates, or their respective officers, directors, employees, or agents be liable with respect to the Services or the subject matter of this terms of use, under any contract, negligence, tort, strict liability or other legal or equitable theory:
- (i) for any amount in the aggregate in excess of the greater of fees paid by you therefor
 - (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever.
 - (iii) for data loss or cost of procurement of substitute goods or services; or
 - (iv) (iv) for any matter beyond XOX's reasonable control.
- 16.4 XOX cannot and does not guarantee continuous or secured access to the XOX Wallet and the Services, and operation of the Services may be affected by numerous factors outside of XOX's control. As such, XOX shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered through this website. Specifically, you agree that XOX is not liable or responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct

of any other party or any infringement of another's rights, including intellectual property rights. Specifically, you also agree that XOX is not responsible for any content sent using the communication services and / or included in this platform by any third party. In no event shall XOX be liable for any special, incidental, indirect, or consequential or punitive damages of any kind, or any damages whatsoever, whether in contract, tort, strict liability or otherwise, including without limitation, those resulting from:

- (1) reliance on the materials presented,
- (2) costs of replacement products,
- (3) loss of use, data or profits,
- (4) delays or business interruptions,
- (5) negligence,
- (6) and any theory of liability, out of or in arising connection with the use of, inability or to use the Services, whether or not the XOX have been advised of the possibility of such damages.

17 CONFIDENTIALITY

- 17.1 You are responsible for maintaining the confidentiality of your XOX Wallet Account and for restricting access to your mobile devices.
- 17.2 You acknowledge and agree that sharing of your mobile device and/or XOX Wallet Account with other persons or allowing multiple users access to your mobile device and/or XOX Wallet account is solely under your responsibility and/or liability. You agree that in the case of allowing access to your XOX Wallet Account or allowing multiples use of your mobile device and/or XOX Wallet account or your own failure to maintain security of your XOX Wallet, mobile device, and/or XOX Wallet Account, XOX shall not be liable for any loss or damages arising such failure.
- 17.3 You agree to accept responsibility for all activities that occur under your XOX Wallet Account.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 The Intellectual Property Rights in respect of all materials including without limitation all current and future copyrights, patent, trademarks, rights in databases, inventions or trade secrets, know-how, rights in designs, integrated circuit, topographies, trade and business names, domain names, get up, arks and devices (whether such applications can be made) which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world, any brand names, trademarks, services, products, hardware and software shall remain vested in the party originating or which has acquired the same. For clarity purposes, all trademarks used on the App and/or the Services are the trademarks of XOX unless specified otherwise.
- 18.2 You acknowledge and agree that the Services and the XOX Wallet are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.
- 18.3 You are only allowed to use the App and the Services as set out in the Terms and Conditions, and nothing on the App and/or the Services shall be construed as conferring any license or other transfer of rights to you of any intellectual property of other proprietary rights of XOX.

19 FORCE MAJEURE

- 19.1 Without limiting the generality of any provision in these Terms and Conditions, XOX shall not be liable for any non-performance and/or delay in performance of its obligations herein (including but not limited to the non-availability and/or interruption in the Services) caused by Force Majeure.
- 19.2 Notwithstanding **Clause 7** above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to XOX.

20 CUSTOMER SERVICE

- 20.1 You may address your queries or complaints in relation to the Service or App via our in-App "Contact Us", email to contact@fintech.xox.com.my.

20.2 If the reply to your query or complaint is not satisfactory to you, you may contact the following:

- A. **Bank Negara Malaysia**
Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, D Block,
Jalan Dato' Onn,
50480 Kuala Lumpur
Contact Centre (BNMTELELINK)
Tel: 1-300-88-5465
(Overseas: 603-2174-1717)
Fax: 603-2174-1515
Email: bnmtelelink@bnm.gov.my

- B. **Ombudsman for Financial Services (664393P)**
(Formerly known as Financial Mediation Bureau)
14th Floor, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

21 GENERAL

- 21.1 These Terms and Conditions remains in effect between you and XOX for as long as you continue to use the Services. We reserve the right to make changes to the Services and these Terms and Conditions at any time. If you are dissatisfied with the Services, your sole remedy is to stop using the Services. We reserve the right, in our sole discretion, to reject, restrict, suspend, or terminate your access to or use of XOX Wallet and/or its Services, at any time and with or without notice, without liability to you.
- 21.2 Where any provision of, or the application of any provision of this Terms and Conditions is illegal or unenforceable or deemed to be illegal or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision. In the event that it is not possible to modify the relevant provision to make the provision legal, valid and enforceable, then such part of the provision, which is illegal, invalid or unenforceable shall be severed but the remaining parts of the provision shall remain unaffected.
- 21.3 No failure or delay on the part of XOX in exercising any rights or remedies under these Terms and Conditions at any time or for any period of time, nor any knowledge or acquiescence by XOX of any breach of any provision of these Terms and Conditions shall operate as or be deemed to be a waiver thereof nor shall a waiver by XOX of any breach constitute a continuing waiver in respect of any subsequent or continuing breach. Any waiver of any right or remedy of XOX under these Terms and Conditions shall only be valid and effective if it is agreed to by XOX in writing.
- 21.4 You acknowledge and agree that in entering into these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Terms and Conditions or not) other than as expressly set out in the Terms and Conditions as a warranty.
- 21.5 These Terms and Conditions supersedes and replaces any prior agreements (if any) regarding your use of the Services and does not create any third-party beneficiary rights. If for some reason we do not take prompt action regarding your violation of these Terms and Conditions, this will not mean that we are giving up the right to do so in the future.
- 21.6 You may not assign or transfer this Terms and Conditions, or any rights or obligations granted under it, to any other person without our express written consent. XOX may freely assign its rights or obligations without your consent.
- 21.7 If any provision of the Terms and Conditions held to be illegal, invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

21.8 These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and you hereby submit to the exclusive jurisdiction of the Malaysian courts.

Updated as at [17/11/2023]