

YONOPay

INTRODUCTION

- These terms and conditions (“Terms and Conditions”) shall govern all matters regarding payment made by way of the YONOPay payment method and shall be the legally binding document between you and Borneo Integrated Pay Sdn Bhd (“BIPSB, us , our, we”) a subsidiary owned by Sabah Credit Corporation (“SCC”).
- YONOPay is an electronic wallet platform (“YONOPay”) that allows you to make and conclude payments for products and services offered by BIPSB (“Transaction”) via (a) mobile application (“App”) owned and operated by BIPSB and (b) point-of-sale terminals or readers of participating merchants, provided always that all payments are not in violation of this Terms and Conditions.
- By virtue of you making a Transaction via YONOPay (“YONOPay Transaction”), you are deemed to have read, understood and expressly agreed to be bound by these Terms and Conditions, the Terms of Use and Privacy Statement of BIPSB which may be amended, modified, added, deleted, and corrected at any time. Therefore, we would advise you to review these Terms and Conditions periodically to be aware of such changes. Further, you agree and accept that the updated Terms and Conditions shall supersede all previous version of Terms and Conditions with automatic effect once they are posted on our App, without any further action by us and that you shall be bound by the terms of the most recent version of the Terms and Conditions found on the App.
- YONOPay is developed and managed by and Borneo Integrated Pay Sdn Bhd (“BIPSB”) a subsidiary owned by Sabah Credit Corporation (“SCC”). Therefore, you further acknowledge and accept that you will be bound by additional terms and conditions of YONOPay, if any, in respect of the development and/or management of YONOPay by BIPSB from time to time.
- YONOPay is a white label e-wallet operated by Fass Payment Solutions Sdn Bhd, a third party system provider (“Settlement Partner”) approved and licensed by Bank Negara Malaysia to issue electronic money pursuant to Section 11 of the Financial Services Act 2013. Therefore, you further acknowledge and accept that you will be bound by the Terms of Use and Privacy Policy of our Settlement Partner.

CREATION AND USE OF YONOPAY

- To create YONOPay account you must;
 1. be of or over eighteen (18) years of age and have full capacity to fulfil any Transaction.
 2. You must be Malaysian or reside in Malaysia;
 3. provide us with information by clicking in the “YONOPay” icon for account registration including but not limited to, personal information, providing personal identification documents and mobile phone number for account registration, activation, security and identify verification purposes, and to update your personal information in the App from time to time to ensure it is accurate and current.
- YONOPay mobile application is available on Apple iOS, Android and Huawei AppGallery. The Mobile App comes with touch ID and a password (“PIN”).
- To activate your Account, a one-time password (OTP) will be sent to the mobile phone number you used to register and you will be required to go through a one-time secure authentication process and create a password (“PIN”) that allows you to access your Account.
- For more information on how to change, unblock or reset your PIN, please refer here.
- Upon authentication, you may proceed to perform the eKYC on your Account to enable you to upgrade to a Premium account so you can perform the unlimited transaction.
- YONOPay offers two types of accounts options; Basic and Premium. A Wallet user account will be designated as ‘Basic’ if the user selects this option. To subscribe for a “Premium” Wallet, you must provide your residential address and undergo a Know Your Customer (‘KYC’) process to ensure compliance with all relevant legislation and regulations. Additionally, You may be required to provide

identification image that must match the information on your registered IC. YONOPay reserves the right to request additional document or information in the future. Please be aware that YONOPay maintain the full discretion to refuse, reject and/ or decline your application without the obligation to provide any reasons of the decision. YONOPay determination in this regard shall be considered final and conclusive.

- An overview of the YONOPay e-wallet sizes and its limitations are as follows:

PAYMENT, TOP-UP, WITHDRAWAL AND REFUND

Payment

- You may choose to add any credit cards or payment cards or online banking to transfer funds into your YONOPay account as are made available in the Application (“Funding Source(s)”) including the debit of your YONOPay account using funds in your Bank Account.
- You agree to verify and authorised the Funding Source details when you first register the Funding Source with us in connection with your use of YONOPay. 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 YONOPay using a credit as your Funding Source is processed overseas, you shall be liable for any additional charges in relation thereto.
- You hereby understand and acknowledge that upon linking or binding your credit and/or debit card to the Account, you shall be solely responsible and liable for all Reload(s) that may occur.
- You may transfer funds into your account at any time, up to maximum wallet limit for Basic Account and RM8,000 for Premium Account. (“Wallet limit”).
- The maximum daily transaction limit is RM1,000 for Basic Account and RM10,000 for Premium Account. Upon reaching the maximum daily transaction limit for either Basic or Premium users (“Transaction Limit”), you will be required to choose and make payment for the remaining amount through an alternate payment method.
- You are responsible to ensure that there is sufficient balance in your Account before proceeding to pay through YONOPay for the total cost of the transaction.
- Subject to the Transaction Limit, you are liable for the full amount of the payment due plus any applicable fees.

Top-up

- You agree that when you directly add funds to your YONOPay account using online banking or any cards payment, you confirm that you are legally authorized to access the bank account you have used.
- Funds deposited into your Account shall not accrue interest or any sort of earnings.

Withdrawal

- Basic account user is not allowed to perform withdrawal.
- You are entitled to request a withdrawal of the funds available in your YONOPay account, with the condition that you have no pending withdrawal request. Such withdrawal can only be made to your own bank account, held with a local banking institution, and further subject to meeting the minimum balance requirement in your YONOPay account. Fasspay reserves the right to impose a withdrawal fee of Ringgit Malaysia Two (RM2) for each withdrawal request, with such charges being deducted from your YONOPay account.

Refund

- In the event any selected merchant(s) may provide a refund option in relation to the payment for any purchase of goods and/or services in accordance with its after-sale service policy, such refund shall be subject to the following:
 - The refund process shall be subject to the merchant’s refund policy and any terms and conditions imposed on such refunds;
 - Your Account must be active; and

- You are aware that we may contact you through your mobile device, through email or automatic phone calls or text messages, for any purpose regarding your YONOPay account, including but not limited to top-up notification, refund notification, account servicing and request for one-time password (OTP).

DORMANT ACCOUNT

- In the event of no transaction occurring on your Account and/or you have not logged into your Account for a consecutive period of (12) months, your Account shall be suspended and categorised as a dormant account.
- In the event you intend to reactivate your Account, you may do so as follows:
 1. In the case of an account suspension due to inactivity, you shall be obligated to reload your Account with any amount using the available reload channels; *and*
 2. In the case of an account being blocked due to inactivity: You will be required to contact us for reactivation of your YONOPay account.
- An annual dormant fee of Ringgit Malaysia Five (RM5) shall be imposed for every consecutive period of seven years or which will be deducted from your Available Balance for so long as your Account remains inactive or until the balance in your YONOPay account depleted, whichever occurs first. The annual dormant fee is non-refundable once it has been imposed and deducted from your Account.
- Any remaining balance in your Account after a period of seven (7) years of dormancy shall be transferred to the Registrar of Unclaimed money or in whatever way as provided in the Unclaimed Money Act 1965.

USER OBLIGATION (YOUR RESPONSIBILITIES)

- You hereby agree to provide YONOPay with accurate, authentic, current and complete information as may be demanded, and you bear the responsibility to maintain and promptly update your information to ensure its accuracy, currency, authentication and completeness at all times.
- You shall provide us with proof of identity as YONOPay may reasonably request or require. You explicitly acknowledge and agree that only one (1) YONOPay account can be registered per one (1) mobile number.
- You bear the responsibility of securing your mobile device to prevent unauthorized access to your Account. You expressly agree to assume responsibility for all the e-wallet transaction, regardless of whether they are authorized by you.
- You shall undertake all necessary measures to ensure, and you hereby agree:-
 1. not to leave your mobile device unattended while logged-in into the App and commit to logging off immediately at the end of each session;
 2. to keep your App's password confidential and secured; *and*
 3. to immediately inform us if you have any reason to believe that your Account's PIN has become known to a third party.
 4. You shall bear responsibility for all YONOPay Transactions conducted through your designated Account, whether or not such transactions were carried out with your authority, knowledge or consent. You may not make any claims against us in connection with any such use or purported use of your account.

PRIVACY

- You hereby acknowledge, agree and consent to YONOPay collecting, using, processing and disclosing the Personal Data provided by you in accordance with the Data Privacy Policy (as may be amended from time to time), which is incorporated by reference to this Clause, and sets out: –
 - a. What Personal Data we collect;
 - b. How Personal Data is collected;
 - c. What we use Personal Data for;
 - d. Who we disclose Personal Data to;
 - e. Overseas transfer of Personal Data;
 - f. Protection of Personal Data;
 - g. Retention of Personal Data;
 - h. Your rights with respect to your Personal Data;
 - i. Amendments and updates; and

- j. How to contact us if you have any queries about the Data Privacy Policy or would like to exercise your rights as set out in the Data Privacy Policy.
- Any consent you give pursuant to these Terms in relation to your Personal Data shall survive your death, incapacity, bankruptcy or insolvency as the case may be, and the termination of these Terms.

TERMINATION AND SUSPENSION

- YONOPay shall be entitled to immediately suspend or terminate your use of Service (or any part thereof, including any benefits under the Service) and your access to the Account, or to take any appropriate action as deem fit by YONOPay, with or without prior notice to you, in the event of any of the following occurrences:-
 1. Deceased; or
 2. if you have used your Account or the YONOPay wallet outside its intended use, including but not limited to, using your Account or YONOPay e-wallet primarily for cashing out such as (i) using the YONOPay e-wallet as a medium to facilitate withdrawal of money from your credit card, directly or indirectly; or
 3. if you are in breach or YONOPay have reasonable grounds to believe that you have breached any of the provisions of the provisions outlined in the Terms and Conditions, the terms and conditions of any applicable terms and conditions of any new services as may be provided by YONOPay from time to time, or have engaged in any conduct detrimental or acting or attempting to act any illegal activities or anything related to infringement or violation of any law of the Malaysia or carrying out an act that consisting to YONOPay or if in the opinion of YONOPay, your actions are detrimental to YONOPay's interest;
 1. if you are in breach of any acts, statues, laws, by-laws, rules and/ or regulations imposed by any party, regulatory body or government agency;
 2. if you have submitted false documents or have declared false information during your application for the Service;
 3. if you have acted in bad faith or with malicious intent
 4. if you have been blacklisted by any financial institutions, licensed bank or e-money issuers in Malaysia or abroad;
 5. if you are included in our internal watch lists;
 6. if your name is listed under any regulatory watchlist (including but not limited to listing related to terrorism and terrorism financing under the AMLATFPUAA);
 7. if you are included in the Specially Designated Nationals (SDN), politically exposed persons (PEP), or relatives or close associates of PEPs (RCA) lists or other relevant money laundering and terrorism financing information sources, watch- lists, or related databases maintained or provided by both domestic or foreign authorities from time to time, including but not limited to, Bank Negara Malaysia (BNM), United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), and the Financial Action Task Force (FATF);
 8. if you or your Account has been detected for money laundering, terrorism financing, fraudulent, illegal and other suspicious activities; and/or
 9. if you fail to provide any additional information which YONOPay may request from you from time to time.
 4. Upon termination , the following actions shall take place;
 1. **Cancellation of any pending transactions:** In the event of termination, all pending transactions shall be subject to immediate cancellation. Notably, if any such transactions pertain to the purchasing of goods or services, theses shall be effectively voided.
 2. **Disabling of Offline Token:** Following termination, any offline tokens that have been assigned to your YONOPay account will be immediately disabled.
 3. **Disabling of Linked Credit or Payment Cards:** Any credit cards or payment cards which you have linked to your YONOPay account will be disabled.
 5. You may, at any time, terminate the Service by giving notice of such termination via the Mobile Payment App only. If you have any Available Balance in the Account, you must ensure that you provide to YONOPay the correct bank account details and any other information as may be required by YONOPay to enable the process the termination of the Service and refund the Available Balance to your bank account within fourteen (14) working days. If you

do not have any Available Balance in the Account, the Service shall be deemed to be terminated immediately upon receipt of the termination notice by YONOPay via the Mobile Application, or the desktop Application (As and when made available by the Parties with or without prior notice to you)

LIMITATION OF LIABILITY

- BIPSB shall not be liable or responsible to keep the app virus, bug, ransomware, trojan, worm, malware, spyware free or safe and you agree and confirm to use the app solely at your own risk and expense.
- You agree and confirm that the BIPSB:-
 - does not provide any express or implied warranties such as implied warranties terms or representations of merchantability, fitness for a particular purpose and non-infringement. BIPSB does not provide any guarantee that this app will always be available, uninterrupted, complete, accurate, reliable, timely, safe, secure or error-free, or that this website will always functions without disruptions, delays or imperfections, or are free of all defects, errors, viruses or bugs; and/or;
 - is not liable for any failure or delay to perform the BIPSB's obligations under this terms and conditions where the failure is due to anything beyond BIPSB's control.

INDEMNITY

- You shall indemnify and shall keep indemnified YONOPay from any loss, damage, liability 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 arising from the breach of these Terms and Conditions, the use of the Account and Service, content 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.
- You hereby agree to fully indemnify and to hold YONOPay harmless from and against any claim brought by a third party resulting from your use of the Account, Service and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by YONOPay in consequence of such use of the Account, Service, and/or your breach or non-observance of any of these Terms and Conditions and/or any applicable terms and conditions of any new services which YONOPay may provide from time to time.
- You shall defend and pay all costs, damages, fees (including any reasonable legal fees) and judgements awarded against YONOPay arising from the above claims, and shall provide YONOPay with notice of such claims, full authority to defend compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

GOVERNING LAW

- 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.

FORCE MAJEURE

- Notwithstanding any other provision in these Terms and Conditions, YONOPay shall not be held liable for any failure to perform its obligations herein caused by occurrence of a force majeure event, which includes but is not limited to acts of God, insurrection, civil disorder, military operations or act of terrorism, all emergency, acts or change of Government, or any competent authority, riot or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, lock-down, pandemic, epidemic acts or omission of persons or bodies for whom YONOPay has no control over or any cause outside YONOPay's reasonable control.
- The Service may occasionally be affected by interference caused by objects beyond YONOPay's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Mobile Payment System. In the event of such interference,

YONOPay shall not be responsible for any inability to use or access the Service, interruption or disruption of the Service.

AMENDMENTS TO THE TERMS OF USE

- We may, in our sole discretion, amend, revise, vary, modify or update the Terms of Use and suspend or cancel your YONOPay account or your eligibility to use your YONOPay account at any time. By your continuous use of the Service of YONOPay, you are deemed to have read and agree to any such amendment, revision, variation, modification or update to the Terms of Use.
- YONOPay 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.

ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (AMLATFPUAA) & FINANCIAL SERVICES ACT 2013 (FSA)

- YONOPay acknowledges that the document or information collected by YONOPay from you relating to your affair or account as a customer of YONOPay will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013 (FSA).
- YONOPay, its subsidiaries and officers shall comply in all material respects with the all applicable laws, regulations, guidelines and policies relating to AMLATFPUAA, including all, Regulations and Rules.
- Without limiting the generality of the foregoing, to the extent required by the AMLATFPUAA, YONOPay shall;
 - maintain an anti-money laundering and anti-terrorism financing compliance program that is in compliance, in all material respects, with the AMLATFPUAA;
 - conduct, in all material respects, the due diligence required under the AMLATFPUAA in connection with the use of the Account, including with respect to the origin of the funds used by you to reload into the Account and;
 - maintain sufficient information to identify you for purposes of compliance, in all material respects, with the AMLATFPUAA.
- In the event your Account is ceased, terminated or suspended by YONOPay 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 AMLATFPUAA or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the monies and all reload monies whatsoever in the Account and it shall be lawful for YONOPay to retain for an indefinite period or release to the relevant authorities all monies in the Account 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 from YONOPay.

INTELLECTUAL PROPERTY RIGHTS

- All image, logo trademarks or tradename and other intellectual property rights used in relation to the Services belong to YONOPay.
- You acknowledge and agree that all trademarks and other intellectual property rights relating to the Services or any part thereof, whether presented to you by YONOPay, advertisers or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws and all YONOPay's rights therein are expressly reserved.
- You hereby agree not to exploit the intellectual property rights of YONOPay or its settlement Partner. Further, you are prohibited from perform or allow any third party to perform any action that might cause damage to the image, logo, trademarks or tradename or other intellectual property rights (IPR), of YONOPay or its settlement partner.

SERVICE OF NOTICE

- YONOPay may, in its sole discretion, serve you notice under these Terms and Conditions by posting such notice on the YONOPay's mobile application or desktop application or any other online or other medium, which YONOPay may introduce from time to time.

SEVERABILITY AND EFFECT OF TERMS AND CONDITIONS

- If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

WAIVER

- YONOPay's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by YONOPay in writing.

ASSIGNMENT

- You shall not assign or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof. YONOPay may assign these Terms and Conditions in whole or in part to any third party at its discretion.

BINDING EFFECT

- These Terms and Conditions shall be binding upon Your successors and permitted assigns. These Terms and Conditions shall be binding upon and ensure to the benefit of YONOPay's respective successors in title and assigns.

INQUIRIES OR COMPLAINTS

- For further information, enquiries or complaint on the Service, you may contact either through ask@yono.my email or through the YONO Support Number at +6019-5727563.
- If the reply to your query or complaint is not satisfactory to you, you may contact the following bodies:

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