

## **YONO Superapp**

### **User Terms and Conditions**

This Service (hereinafter defined) is made available by Sabah Credit Corporation ("SCC"), a statutory financial body incorporated under the Credit Corporation Enactment (No. 22 of 1981) having its principal office at Wisma Perbadanan Pinjaman Sabah, Pekan Baru Donggongon, Penampang, Sabah, under a White Label arrangement with Fass Payment Solutions Sdn. Bhd. ("Fasspay"), a licensed E-Money Issuer regulated by Bank Negara Malaysia (BNM), and is subject to the Terms and Conditions herein ("T&C"). The YONO e-wallet service is issued and managed by Fasspay as the licensed e-money issuer, while SCC provides the YONO platform and related services as the white label partner. You acknowledge that you have read and fully understood these T&C prior to your access to and use of this Service. Your activation and use of the Service constitutes your unconditional acceptance of these T&C as may be amended by SCC from time to time. Any person that you allow to access this Service using your Account shall also be bound by these T&C. If you do not agree to abide by these T&C, kindly refrain from proceeding with the registration process or activation.

### **INTRODUCTION**

- Through the YONO, we provide a diverse array of financial services related products and services (collectively known as "Product and Services"). Should you wish to acquire these Products and Services, you may be directed to another External Site (hereunder defined) which may contain its own distinct terms of use. By opting to proceed with the purchase of any Product and Service, you thereby consent to be bound by the specific terms of use that pertain to the particular Product and Service.
- In the event of a conflict between these T&C and specific terms of use, the latter shall prevail. We reserve the right to amend, modify, add, delete and make corrections to these Terms of Use at any time and would recommend you to regularly review these Terms of Use and any specific terms of use periodically to stay informed about such amendments.

### **YONO ACCOUNT**

#### **Registration of Account**

1. To fully access and utilize the functionalities and features of the Platform and/or our Services, you may be required to create and register for an account with us ("Account") by providing certain personal or business information. You hereby acknowledge and agree that we may conduct credit assessment on you including but not limited to checking with registered credit bureau or reporting agency(ies) for the purpose of accessing your creditworthiness and you agree to execute all consent form(s) or to provide additional document(s) necessary for such credit check(s) if so required by us.
2. We reserve the right, at our sole discretion, to determine whether an applicant is eligible to register for a YONO Account. Registration is subject to our internal onboarding, verification, fraud prevention, security, compliance and operational requirements, which may be amended from time to time without prior notice. We shall not be obliged to disclose the criteria, methods or processes used in determining such eligibility.
3. You acknowledge and agree that certain device permissions, information, functionalities or technical requirements may be required to complete the registration process and enable us to perform identity verification, fraud prevention, security checks or other operational requirements. You agree to provide such permissions and information as may reasonably be requested by us. Failure or refusal to provide the required permissions or information may result in your registration being declined or your Account not being activated.

4. You may create your Account by selecting a unique user identification of your choice subject to our ultimate approval, or a User ID will be allocated to you upon successful registration. You will be entitled to set the password and/or security code for your Account subject to specific requirements. When registering with us, you agree to provide or that such information provided to us are accurate, current and complete information about yourself, and to update that information if it changes; Failure to do so grant us the right to close your account and/or reports created under your account within YONO. If we rely on the details provided in your application and grant you user status on YONO's User, you irrevocably agree that you shall indemnify and keep us indemnified and hold us harmless for any expense, loss or damage that we may suffer arising from any inaccurate or false statement or misrepresentation of facts submitted by us to you.

#### **Security of Account**

1. To safeguard the security of the Platform and your Account, you agree to:
  - a) Keep your password and/or security code confidential, password and/or security code when logging in; Ensure that you log out from your Account at the end of each session on the Platform;
  - b) Immediately notify us of any unauthorised use of your Account, password and/or security code;
  - c) Ensure that your Account information is accurate and up-to-date;
  - d) Use your Account strictly in accordance with the T&C published (and periodically updated) by us through online; and
  - e) Refrain from using your Account in any manner or for any purposes that could harm or jeopardize the operation, interest, reputation or goodwill of YONO.
2. You bear full responsibility for all activities and transactions occurring under your Account even if such activities or transactions were not committed by you. We are neither capable nor obliged to investigate the authenticity of user's identity or authority of such person affecting an activity or transaction. We shall not be held liable for any direct or indirect losses or damages arising from unauthorised use or access of your Account or your failure to comply with these T&C.
3. For enhancement and improvement purposes, we may from time-to-time conduct software evaluations to assess the performance level of the Platform and/or Services. You hereby irrevocably grant to and authorise us to conduct a periodical review of your Account, including but not limited to assessing the activities and/or transactions carried out by you on the Platform or via your Account.

#### **Identity Verification**

We may, at times, require verification of your identity to confirm your ownership of your Account. This verification process is required for various purposes including but not limited to:

- Fulfilling our obligations to the relevant authorities to combat against suspicious or unlawful activities, anti-money laundering activities and the funding of terrorism;
- Enabling us to take action when unauthorized usage of YONO accounts has been detected; and
- Resolving any disputes relating to the ownership of a YONO account.

You hereby irrevocably authorise us, whether acting on our own or through our third-party service providers, to make necessary inquiries and to collect any documentation that we deemed essential to verify your identity. As part of this verification process, we shall request, and you shall provide to us, information about yourself that is true, accurate, current and complete, and can be validated through documentation that is legally recognized and accepted in the jurisdiction where such documentation is issued.

#### **FEES FOR PLATFORM USAGE**

1. Unless notified otherwise in written form, we do not levy charges on Users for accessing and browsing the Platform.

2. We may impose fees for use of certain features on the Platform. Such fees shall be as stipulated in the Specific T&C which is specific to such feature. Please refer to the Specific T&C of the feature you intend to use for more information.

#### **RESTRICTED USE OF YONO'S INTELLECTUAL PROPERTY AND CONTENT**

We hereby grant you a limited and revocable licence to access and use the incidental software provided by us to you via the Platform as part of the Services. Use of such software is subject to these Terms of Use. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code. You shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyse or remove components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the software or permit or encourage any third-party to do so.

All proprietary content, including trademarks, service marks, brand names, logos, copyrighted information and other intellectual properties ("Intellectual Property") displayed on the Platform are the exclusive property of YONO and where applicable, third-party proprietors such as Merchants (as defined in the Specific T&C section below). No right or license, whether granted directly or indirectly to any party accessing the Platform to use or reproduce any Intellectual Property, and no party accessing the Platform shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyrights, trademarks, applicable intellectual property-related legislation and all other applicable laws that protect the Services, the Platform and its content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Platform or its content. You also may not, unless with our prior written consent, mirror or frame any part or whole of the contents of the Platform on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

Third-party links may be provided throughout the Platform. These links are provided as a courtesy only, and the sites they link to are not under our control in any manner whatsoever and you therefore access them at your own risk. We are in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. We provide these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by us of any linked site and/or any of its content therein.

Each contributor to the services of data, text, images, sounds, video, software and other content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their content contribution. As such, we are not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of content. You shall not hold us responsible for any other User's actions or inactions, including, without limitation, things they post or otherwise make available via the services.

#### **CONTENT**

You comprehend that all content, whether publicly posted or privately transmitted, is the sole responsibility of the individual from whom such content originated. Therefore you, and not YONO

are entirely accountable for all content that you uploaded, posted, emailed, transmitted or otherwise made available through or on the Platform.

You acknowledge that we and our designee(s) shall have the right (but not the obligation) at our sole discretion to pre-screen, refuse, delete, remove or move any content, including without limitation any content or information posted by you, that is available on the Platform. Without limiting the foregoing, we and our designee(s) shall have the right to remove any content:

- That violates these Terms of Use;
- In response to a complaint from another User;
- Upon receipt of a notice regarding intellectual property infringement or other legal directives for removal; or
- In the event such content is otherwise considered objectionable.

We may also obstruct the delivery of a communication (comprising, but not limited to, postings and/or reviews) to or from the services as part of our effort to safeguard the services and/or our Users, or otherwise enforce the provisions of these Terms of Use. You agree that you must evaluate, and bear all risks associated with, the use of any content, including, without limitation, any reliance on the accuracy, completeness or usefulness of such content. In this regard, you acknowledge that you have not and, to the fullest extent permitted by applicable law, may not rely on any content made available by us or submitted to us.

You acknowledge that through your access or use of the platform, you may be exposed to content that you may consider to be offensive, indecent or objectionable. To the fullest extent permitted by applicable law, under no circumstances shall we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any content posted, emailed, transmitted or otherwise made available on the platform.

You acknowledge, consent to and agree that we may access, preserve and disclose your account information and content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over us or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- Comply with legal process;
  - Enforce these Terms of Use;
  - Respond to claims that any content violates the rights of third parties;
  - Respond to your requests for customer service; or
  - Safeguard the rights, property or personal safety of YONO, its Users and/or the public.
- You shall not, and hereby agree and undertake not to:
- Upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - Use the services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
  - Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the services;
  - Remove or alter any proprietary notices from the platform;
  - Cause, permit or authorise the modification, creation of derivative works, or translation of the services without our express permission;
  - Use the services for the benefit of any third party or any manner not permitted by the licenses granted herein or for fraudulent or illegal purposes;
  - Use the services in a dishonest or fraudulent way to obtain any advantage, benefit or secret profit from any third party.

- Take any action that may undermine or manipulate the feedback or ratings systems;
- Attempt to decompile, reverse engineer, disassemble or hack the services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by us with respect to the services and/or data transmitted, processed or stored by us;
- Harvest or collect any information about or regarding other account holders, including, without limitation, any personal data or business information;
- Upload, email, post, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

## **DISCLAIMERS, EXCLUSIONS AND FORCE MAJEURE**

### **Disclaimers**

1. The platform and/or services are provided on "as is" and "as available" basis without any warranties, claims or representations made by us of any kind either expressed, implied or statutory, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose nor are there any warranties created by course of dealing, course of performance, custom or trade usage. Without limiting the foregoing and to the fullest extent permitted by applicable law, we do not warrant that the platform and/or services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that the platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, Trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.
2. Although we make every effort to secure the platform and/or services, you acknowledge and consent that the complete risk associated with accessing, using, or performing on the platform and/or the services shall remain your responsibility to the fullest extent permitted by applicable law.

### **Exclusions and Force Majeure**

1. To the fullest extent permitted by applicable law, in no event shall we be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:
  - Loss of use;
  - Loss of profits;
  - Loss of revenues;
  - Loss of data;
  - Loss of goodwill; or
  - Failure to realise anticipated savings, in each case whether direct or indirect; and
2. Any indirect, incidental, special, consequential, exemplary damages, arising out of or in connection with the use of or inability to use the platform or the services, including, without limitation, any damages resulting from these circumstances, even if we have been informed of the potential of such damages.
3. We shall not be liable for any delay or failure to perform the services, where the cause of such delay or failure is beyond our reasonable control. Such causes may include but not limited to an act of god, riot, civil commotion, strike (whether or not involving employees of YONO), lockout or other labour disturbance, fire, war, acts of foreign enemies, power outage, pandemics, epidemics, network congestion, telecommunications failure, electrical power failures, or any fault, interruption,

disruption or malfunction of equipment, tools, utilities, communications, computer (software and hardware) services or networks, government order or change in any law or regulation which renders the performance impractical.

4. In the event that we deem a force majeure event to be of such severity or to be continuing for such period of time that we are unable to perform any of our obligations, we shall have the absolute discretion to decide on such alternative arrangement(s), including but not limited to terminating this terms of use and/or any specific contract or transaction (as defined in specific Terms and Conditions section below) and without liability to you other than a refund of payments for services made by you for which is not performed or unable to be performed.
5. You acknowledge, accept and agree that all disclaimers, exclusions and limitations of liability set out in these terms of use represent a fair and reasonable allocation of risks and benefits of the agreement between us and you, taking all relevant factors into consideration, including without limitation the value of the consideration provided by you to us and the availability and costs of insurance with respect to the stated risks. You further agree that these disclaimers, exclusions, and limitations shall be enforceable to the fullest extent permitted by applicable law.

#### **VIOLATION OF TERMS OF USE**

Any violation of these Terms of Use may lead to a range of actions, including, without limitation, any or all of the following:

1. Imposition of restriction on Account privileges;
2. Account suspension followed by termination; and/or
3. Legal actions, including without limitation a claim for damages, specific performance and/or interim or injunctive relief.

If you suspect that a User on our Platform is violating these Terms of Use, please contact us via email at [ask@yono.my](mailto:ask@yono.my) or through the communication channel(s) made available on the Platform.

#### **SUSPENSION AND TERMINATION; ACCOUNT DEACTIVATION AND CLOSURE**

You consent to our sole discretion to suspend or terminate your account, with or without notice, and without any liability to you or any third party, as well as to remove or delete any content associated with your Account, or subsidies offered to you. We may also cancel any transaction associated with your Account, temporarily disable your access to any or all of the services and/or features on the Platform, retain any and all sale proceeds or refunds (as the case may be), and/or take any other actions that we deem necessary. Typical reasons for such actions may include, but not limited to:

1. Inactivity of the Account for a consecutive period of twelve (12) months;
2. Possession of multiple user accounts or allowing unauthorised persons to access and use the Account;
3. Our reasonable belief that there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in your conduct on your account or your use of the platform and/or services;
4. Breach of these T&C or reasonable grounds to believing that you have breached these T&C and/or any applicable terms and conditions as may be provided by us from time to time, or have engaged in any conduct prejudicial to YONO or in our opinion, your acts are prejudicial to YONO's interest;

5. Violation of any acts, statutes, laws, by-laws, rules, regulations, guidelines and/or policies imposed by any authority, regulatory body or government agency;
6. Acting in bad faith or with malicious intent, or conduct we reasonably believe to be harmful, defamatory, or abusive toward other Users, third-parties and/or YONO;
7. Your name is listed under any regulatory watch list (including but not limited to listing related to terrorism and terrorism financing) under the applicable laws governing anti-money laundering, anti-terrorism financing and/or corruption and/or such other local, foreign or international laws and regulations of similar nature;
8. A court order or directive from a relevant governmental or regulatory authority necessitates such action;
9. Submission of false documents or provision of false information during your registration with or application to us; and/or
10. Failure to provide any additional information requested by us from time to time for verification purposes.
11. Failure to satisfy or maintain our account eligibility, verification, onboarding, fraud prevention, security or compliance requirements, including where we are unable to complete any verification or assessment required for registration or continued use of the Platform.

The use of the platform, services and/or an account for purposes that are suspicious, fraudulent, illegal, harassing, defamatory, threatening or abusive may be reported by us to the relevant law to the appropriate law enforcement authorities without prior notice to you.

In the event that we suspend your account, our services and/or any specific features to you pursuant to Clause 9.1 above, we shall have the right to commence an investigation into such event and shall have the absolute right to disable your utilisation of any or all services and/or hold back any and all refund or money or benefit due to you (as the case may be) until and unless clearance has been obtained from the relevant authorities and/or the satisfactory completion of any investigation.

In the event your access and/or utilisation of the platform and/or services is suspended, ceased or terminated by us due to suspicious, fraudulent, illegal or unlawful transactions including but not limited to breaches of any law or any rules, regulations, policies and/or guidelines made thereunder), you will not be able to continue to utilise any or all services and shall not be entitled to obtain any money or refund or benefit whatsoever. We have the right to retain for such funds, refunds or benefits indefinitely, or to handle them at our discretion, or to release them to the relevant authorities, in accordance with applicable legislation, rules, regulation and/or guidelines. You shall not be entitled to make any claim for compensation for any losses resulting from such actions.

Upon termination of the account due to any reason whatsoever, any outstanding payments due by you to us and/or merchant shall become immediately due and payable.

Any provision of these T&C which expressly or by implication is intended to continue to remain effective and binding on the user after the termination of account and/or the termination of services, such as provisions concerning the user's warranties, undertakings and indemnifications to us, shall survive such termination.

#### **DELETION OR CANCELLATION OF ACCOUNT**

You may request to delete or cancel your YONO Account at any time. You may do so through our app (Home > Account > Profile Details > Delete my account) or by contacting us at our email address ask@yono.my.

Once an account is deleted, you may choose to reactivate the account within the 14 days grace period.

Please note that once your account is deleted, you will not be able to use our products and services thereafter.

#### **USER'S REPRESENTATIONS AND WARRANTIES**

By accessing the platform, using the services and/or registering an account with us, you irrevocably represent and warrant to us that:

1. You possess the legal capacity (and in the case of a minor, valid parent or legal guardian's consent), right and ability to accept and enter into these T&C and to comply with all the T&C contained herein;
2. If you are representing and acting on behalf a corporate body, you possess the full authority, capacity, right and ability to accept and enter into these T&C on behalf of the corporate body and to comply with all the terms and conditions contained herein;
3. Any and all information and documentation you provided or submitted to YONO for whatsoever purposes are and will remain true and not fake, accurate, not misleading, complete and up-to-date;
4. You will access and use the platform and/or services for lawful purposes only and in accordance with these T&C and all applicable laws, rules, regulations, codes, directives, guidelines and policies in force from time to time; and
5. If so required, you will make yourself available to, and to render full cooperation and assistance to YONO and/or the relevant authorities concerning any pending and future contentious matters, audits or investigations (including investigations commenced pursuant to Clause 9 above) arising out of or in connection with your account or use of the platform and/or Services in order to ensure that such matters or investigations can be resolved amicably and efficiently.

#### **INDEMNITY & LIMITATION OF LIABILITY**

The content on YONO is provided on an "as is" and "as available" basis. You therefore agree that your use of YONO and the products and services offered for sale on the Mobile App are provided at your sole risk. YONO, our officers, directors, employees, partners and suppliers disclaim:

1. All warranties or representations of any kind regarding this Mobile App, its operations or the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any information, content or material included herein;
2. To the fullest extent permitted by applicable laws, all conditions and warranties, express and implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose or non-infringement;
3. All liability to you or anyone else for any direct, indirect, special, consequential or punitive loss or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of,

or damage to, data), incurred or suffered in connection with the use or inability to use this website whether based in contract, tort or otherwise even if we are informed of their possibility; and

4. All liability to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this website or an external site. You must take your own precautions to ensure that whatever you select for use from this Website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

In the event of any third-party request, loss, liability, proposition, or expense (including lawyer's fees) brought against YONO arising from or relating to your usage of this website and/or the products and services, you agree to defend, indemnify and hold us, our directors, employees, agents, partners, affiliates and other licensed persons, harmless at all time.

#### **GOVERNING LAW AND JURISDICTION**

These Terms of Use shall be governed by and construed in accordance with the laws of your jurisdiction without regard to the conflict or choice of law principles.

Any dispute, legal action or proceeding arising out of or in connection with these Terms of Use shall be submitted to the jurisdiction of the courts in your jurisdiction unless YONO in its own discretion chooses to submit the same for settlement via arbitration in your jurisdiction or otherwise.

#### **SPECIFIC T&C - YONOPAY**

##### **Introduction**

1. We have developed and own a cashless payment mechanism named "YONOPay" that allows you to make cashless payments to the Merchant via YONOPay.
2. YONOPay supports payments made on the platform via Credit / Debit card, online banking, selected electronic wallet (e-wallet) or other payment method as may be accepted by us from time to time.
3. Your usage of or transaction carried out on YONOPay is additionally governed by these specific T&C - YONOPay.
4. The service is made available to you by YONOPay at its sole and absolute discretion to enable you to perform the Transaction.
5. To make use of the Service, you are required to activate the YONOPay e-wallet within your YONO and create an account. Upon the creation of the Basic Wallet account, you will have an account Limit of Ringgit Malaysia Five Hundred (RM500.00) only.

##### **Basis of the YONOPay transaction**

1. YONOPay transactions are made after you have received your goods and/ or services from the Merchant.
2. All transactions conducted through YONOPay are directed and initiated by you and are not under the control of YONO. In particular, the final price shall be the amount specified and input by you onto our platform. We shall not bear any liability or responsibility for losses of any kind that you may incur as a result of your failure to input the correct final price.
3. Our role primarily entails facilitating your cashless payments at the Merchant's participating outlet, whether online or at the physical store, through YONOPay. We serve as the host, maintainer and enabler of transactions between you and merchants via the internet.

4. In relation to your selected payment method, you represent and warrant being an authorised holder of the selected and eligible Credit / Debit card, online banking, selected electronic wallet (e-wallet) or other payment methods as may be accepted by us from time to time ("Payment Method").
5. You may upgrade to Premium Wallet with Account Limit of Ringgit Malaysia Ten Thousand (RM10,000) only by successfully completing the Account Verification (eKYC) process.
6. by completing the Account Verification (eKYC) process, you acknowledge that YONO may use the relevant Personal Information/Data for identity verification and/or authentication purposes.
7. In the event of any issues with the Account Verification (eKYC) function, kindly contact the YONO Support number for assistance.
8. An overview of the YONOPay e-wallet sizes and its limitations is as follows:

User Tier	WALLET SIZE	Daily Transaction Limit	Monthly Transaction Limit
Basic	RM500	RM1 000	RM4 999
Premium	RM10 000	AMID 000	RM120 000
My Wallet	RM8.000		
Grant Wallet	RM2.000		
<i>(Note: Data formatted exactly as structured in the original raw text layout.)</i>			

**Payment method and cancellation**

- In the event of a transaction, the payment process involves Credit card/debit card / online banking/e-wallet information is held and the price of the transaction is charged to the selected payment method immediately.
- To fully utilize YONOPay, You are required to provide a current, valid and accepted payment method which may be subjected to periodic updates.
- Cancellation of payments made through YONOPay by you is not permitted. However, you may contact the Merchant to request for a cancellation or termination. In the event of cancellation by the Merchant, we shall refund final price (minus any handling fee or administrative charge chargeable at YONO's discretion) made by you. In the event of a partial cancellation by the Merchant, we shall refund the portion of the final price (minus any handling fee or administrative charge chargeable at YONO's discretion) as instructed by the Merchant. All refund or partial refund shall be made through the original payment method chosen by you and may take up to 14 business days to process. To facilitate the refund process, you shall ensure that the payment information and/or details are accurate as the default refund method depends on your original payment method.

- If a selected payment method fails to complete a transaction, we reserve the right to request and/or obtain payment from you through other avenues. Payment method may be changed at the "Payment" page on the platform. In the situation whereby a payment transaction is unsuccessful due to whatever reason, you are recommended to change the pre-selected payment method to ensure a subsequent payment can be successfully transacted, failing which will result in allowing us the authority to continue billing you based on the pre-selected payment method. For the avoidance of doubt, any concern, dispute or query in respect of the use of a selected payment method shall be resolved between you and the relevant financial institution, credit/debit card issuer and/or e-wallet operator.
- By using YONOPay, you irrevocably acknowledge and agree that we may use all information, including personal and billing information, provided to us in the course of using the Services ("Payment Instructions"). You acknowledge and agree that it is your sole responsibility to ensure that all your Payment Instructions are correct, complete and accurate in every respect and you understand that time is required to process your Payment Instructions. The payment instructions provided by you will be treated as final and we are not obliged to verify the Payment Instructions with you. Further, by providing us with your payment instructions, you agree to pay or authorise us to deduct from your account all fees and charges associated with your payment instructions. For the avoidance of doubt, any concern, dispute or query in respect of Payment Instructions or the functionality of a selected payment method shall be resolved between the user and the relevant financial institution, credit/debit card issuer and/or e-wallet operator.
- We shall not be responsible and will not assume liability for any losses and/or damages to you arising from wrong information and details, including payment information and/or card details, entered by you or wrong remittance by you in connection with the payment for the purchase of a merchant offering. We reserve all rights to verify whether you are duly authorised to use a certain payment method and we may suspend a payment transaction until such authorisation is confirmed or cancel such relevant transaction where such confirmation is not available.

#### **EXTERNAL AND THIRD PARTY SITES**

This Mobile App may contain links to websites maintained by third parties ("External Sites"). These External Sites are provided to redirect you to another website to facilitate the purchase of Products and Services, or for your reference and convenience only.

YONO either operates controls or endorses in any manner these External Sites or their content. You are solely responsible for the use of these External Sites and are therefore, it is advised that you carefully review the terms and conditions of these External Sites.

#### **INQUIRES 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, Malaysia.  
Contact Centre (BNMTELELINK)  
Tel: 1-300-88-5465 (Overseas: 603-2174-1717)  
Fax: 603-2174-1515  
Email: bnmtelelink@bnm.gov.my