

## Terms & Conditions of PGPay

### **1. INTRODUCTION**

**1.1.** PGPay (hereinafter “PGPay”, “we”, “us”, or “our”) is a White Label (as defined hereinafter) e-wallet partner of ManagePay Services Sdn Bhd (Company No.: 200001014035 (516641-W)) (“MPay”), wherein PGPay has entered into an arrangement with MPay to offer white labelling e-wallet service to our users under the brand name of “PGPay” while the ultimate responsibility and liabilities remain with MPay in managing the e-money funds and operations.

**1.2.** By downloading, installing and using the mobile application of PGPay supplied to you by us (“PGPay App”) and using the Services (as defined hereinafter) upon activation of your PGPay E-Wallet (as defined hereinafter), you hereby expressly acknowledge and agree to be bound by the context of these terms and conditions of PGPay (“PGPay T&C”) and any future amendments to the PGPay T&C as published from time to time through the PGPay App and/or our website.

**1.3.** In furtherance to PGPay T&C, you agree and acknowledge that you have also read and fully understood that you are bound by the context of all the relevant terms and conditions provided, published, and updated by MPay from time to time, details of which can be found in the reference link as follows: -

- a) FAQ: <https://www.pgpay.my/>
- b) Product Disclosure Sheet: <https://www.pgpay.my/>
- c) Privacy Policy: <https://www.pgpay.my/>
- d) User Guide: <https://www.pgpay.my/>
- e) PDPA: <https://www.pgpay.my/>

*(clauses 1.3(a) to (e) are collectively known as “MPay T&C”)*

*(PGPay T&C and MPay T&C are collectively known as “T&C”)*

**1.4.** Any amendments to these T&C will be updated to the PGPay App and/or our website from time to time. You are encouraged to check the latest version of the T&C whenever you visit the PGPay App and/or our website and your continued use of the Services shall be deemed as your acceptance of the revised T&C, and in no events shall we be held responsible or liable for any claims, costs or damages caused by or arising from such amendment.

### **2. DEFINITIONS**

**2.1.** Unless where the context otherwise requires, the words and expressions set out below shall have the following meanings:

<b>“AMLA”</b>	means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, as may be amended from time to time;
<b>“Applicable Laws”</b>	means, with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction to which such person is subject;
<b>“Available Balance”</b>	means the amount of money which is standing in credit in PGPay E-Wallet;
<b>“Business Day”</b>	means a day on which banks are open for business in Kuala Lumpur (other than a Saturday or Sunday or gazetted public holidays);
<b>“Daily Transaction Limit”</b>	has the meaning as attributed to it in Clause 7.1 herein;
<b>“e-KYC”</b>	refers to electronic Know Your Customer (KYC), which is the online process of verifying the identity of the Users;
<b>“FPX”</b>	refers to Financial Process Exchange, which is a Malaysia-based payment method adopted us to allow the Users to top up or reload their PGPay E-Wallet using their bank credentials;
<b>“Force Majeure”</b>	means any cause beyond our reasonable control affecting the performance of our obligations hereunder including, but not limited to, acts of God, riots or civil disorder, war or military operations, national or local emergency, acts or omissions of government, industrial disputes of any kind (not involving the affected party's own employees), fire, flood, lightning, explosion, subsidence, inclement weather, epidemic, pandemic, disruption of telecommunication

infrastructure and/or services, outbreak of disease and acts or omissions of persons or bodies beyond our reasonable control;

- “MOTP”** refers to Mobile One Time Password, one time 6-digit passcode that would be generated via the PGPay App to the mobile number registered by the Users on our record;
- “PGPay App”** has the meaning as attributed to it in Clause 1.2 herein;
- “PGPay E-Wallet”** means your e-wallet account which is (a) account created when you registered with us; and (b) which records, among other things, the amount of e-money which is made available to you;
- “Pin”** has the meaning as attributed to it in Clause 4.2 herein;
- “Privacy Policy”** means a policy statement that discloses the ways we gather, use, disclose and manage the Personal Data in accordance with the Personal Data Protection Act 2010;
- “Services”** means the services provided by us and MPay to you, including but not limited to e-wallet fund transfer, bill payment, merchant payment, mobile top up and/or any other services, features or functionalities made available or withdrawn by us from time to time;
- “T&C”** has the meaning as attributed to it in Clause 1.3 herein;
- “Users”** means our customers who are authorized to use the Services provided by us on the PGPay App and “User” shall be construed accordingly;
- “Wallet Limit”** has the meaning as attributed to it in Clause 5.1 herein; and
- “White Label”** means an arrangement between an issuer of e-money and a partner or other entity to allow such partner or entity to offer e-money to their customers under their own brand, while the ultimate responsibility remains with the issuer of e-money in managing the e-money funds and operations.

### **3. ELIGIBILITY**

- 3.1.** For the registration of a PGPay E-Wallet, you shall provide us with the required documents and/or information for the purpose of identification in order for us to assess your eligibility.
- 3.2.** You must be must be a minimum of 18 years old. If you are 12 years old and above but below 18 years old, you shall ensure that the consent of your parents or legal guardian is obtained before registering a PGPay E-Wallet with us.
- 3.3.** We will perform an e-KYC before approving your application in order to comply with the provisions of the AMLA and other Applicable Laws. We shall have the absolute discretion to determine your eligibility and the right to reject your application and/or refuse the provision of Services to you, at any time, without liability. Our decision is final and conclusive and shall be binding on you.
- 3.4.** You shall provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate the provision of the Services to you if the information provided by you is found untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.

### **4. REGISTRATION OF AN ACCOUNT**

- 4.1.** To register a PGPay E-Wallet with us, you shall download the PGPay App from either the Google Play Store, Apple App Store, or Huawei AppGallery only and shall refrain from downloading the PGPay App from any other unauthorised sources.
- 4.2.** In connection of the foregoing, you shall create a username and a 6-digit security pin (“Pin”) during registration. For security purpose, we strongly suggest you to change your Pin at least once in ninety (90) days. In additional to the username and a Pin, you may set up biometric to access to your PGPay E-Wallet.
- 4.3.** You shall always: -keep the username and Pin totally confidential and not reveal them to any third parties.;
  - a)** commit the username and Pin to memory and not record them in a written or electronic form;

- b) not allow any unauthorized person have access to your electronic devices including but not limited to computer, laptop, tablet, mobile phones and/or smart watch (collectively known as “**Devices**”) which you usually use to access your PGPay E-Wallet or leave the Devices unattended while using the Services;
- c) not disclose or reveal your personal or confidential information to any third parties over email, sms or phone call even it is purportedly from us; and
- d) not to use the Services if your Devices are not free of any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties.
- e) You hereby acknowledge and that we shall in no way be held responsible or liable if you incur any loss as a result of compromise of username and a Pin by you, and that further agree to fully indemnify and hold harmless us in respect of the same.
- f) We reserve the right to lock or suspend your PGPay E-Wallet in any event that your username or Pin is wrongly entered after a number of incorrect attempts, up to such number (at present 3 failed attempts) as may be decided by us from time to time.

## **5. PGPAY E-WALLET**

- 5.1. Upon registration and activation of your PGPay E-Wallet, your PGPay E-Wallet shall have a Wallet Limit of Ten Thousand Ringgit Malaysia (RM10,000) only and no transaction using the PGPay E-Wallet may exceed this amount.
- 5.2. Your PGPay E-Wallet shall only hold the Available Balance in the lawful currency of Malaysia, which is known as “Ringgit Malaysia” or “RM”.
- 5.3. You may choose to top up your PGPay E-Wallet via any Funding Sources (as defined hereinafter) as may be made available in the PGPay App from time to time. By selecting a particular Funding Source, you hereby acknowledge and agree to the terms and conditions imposed by of our processing partners and your financial institution. You shall bear all fees that may be charged by such processing partners and/or your financial institution for the payment method you have selected.
- 5.4. We reserve the right to impose any charges, fees or subscriptions ("**Charges**") for the use of certain Services, if such Charges are required. Some Services may be

chargeable as indicated on the PGPay App and in any accompanying terms and conditions.

- 5.5.** 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:
- a)** the refund process shall be subject to the respective merchant's refund policy and any terms and conditions imposed on such refunds;
  - b)** your PGPay E-Wallet shall not be inactive for a continuous period of five (5) years;
  - c)** in the event your PGPay E-Wallet balance would exceed the Wallet Limit of Ten Thousand Ringgit Malaysia (RM10,000) after the completion of the refund process, the refund process will automatically fail. You would then be required obtain a different refund method or process from the merchant.
- 5.6.** You may check the Available Balance in your PGPay E-Wallet on the PGPay App. The Available Balance set out in the PGPay App shall serve as conclusive evidence of the Available Balance in your PGPay E-Wallet.
- 5.7.** We have the absolute right to forfeit and/or suspend the Available Balance in your PGPay E-Wallet where the transaction is or may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you are in breach or there is reasonable ground to believe that you have breached any of the provisions of these T&C.
- 5.8.** If your PGPay E-Wallet has not been active for a continuous period of not less than five (5) years or for a period of time as may be decided by us from time to time, it shall be deemed dormant and we have the absolute discretion to deactivate your PGPay E-Wallet and lodge the unclaimed Available Balance in your PGPay E-Wallet with the Registrar of Unclaimed Moneys (Jabatan Akauntan Negara Malaysia) ("**Registrar**"). You may recover these unclaimed Available Balance directly from the Registrar less any fees or charges that may be imposed, with no further recourse to us.

## **6. FUNDING SOURCES**

- 6.1.** You may choose to reload your PGPay E-Wallet by FPX or any other methods as may be made available in the PGPay App from time to time (collectively known as "**Funding Sources**").
- 6.2.** You agree that we may verify and authorize the Funding Source details when you first register the Funding Source with us as well as when you use the Services.

**6.3.** We have the sole and absolute discretion to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of these T&C.

## **7. FUNDS TRANSFER**

**7.1.** You may request to transfer the funds to or receive the funds from other Users or withdraw the funds to a designated account with a licensed onshore bank in Malaysia, provided there are sufficient funds in your PGPay E-Wallet and subject to Daily Transaction Limit not exceeding Five Thousand Ringgit Malaysia (RM5,000).

**7.2.** We will endeavour to effect your request of funds transfer or withdrawal received through PGPay App provided there are sufficient funds available in your PGPay E-Wallet. We shall have the sole and absolute discretion to reverse or refuse transfers or withdrawal of the funds at any time and not be responsible or for any omissions or delays to make funds transfer due to circumstances beyond our control.

**7.3.** You shall be responsible for keying in the correct PGPay E-Wallet account details or bank account details of the intended beneficiary for the request of fund transfer or withdrawal, and in no events shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete PGPay E-Wallet account details or bank account details of the intended beneficiary.

## **8. BILL PAYMENT**

**8.1.** You may make bill payment to various service providers through the PGPay App as made available by us from time to time by entering your Pin.

**8.2.** You shall be responsible for providing the correct details of the intended service provider and all the relevant billing details as may be requested on the PGPay App, and in no events shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete details as requested or any reason whatsoever.

**8.3.** You shall make bill payment at least five (5) Business Days prior to the due date of the bill, and in no events shall we be held responsible or liable for any charges, claims, costs or damages caused by or arising from the late bill payment or any reason whatsoever.

## 9. MERCHANT PAYMENT

- 9.1. We may introduce provide the facility of payment for transactions executed either online or in-store purchases with different merchants (“**Merchants**”) from time to time and you may make payment to such Merchants by entering your Pin and presenting the Wallet Dynamic QR code.
- 9.2. In no event shall we be held responsible or liable for failure or delay of such transactions, or any informational content provided by the Merchants or for any deficiency in the products and/or services offered by the Merchants.

## 10. MOBILE TOP UP

- 10.1. You may top up or reload any mobile prepaid credit through the PGPay App from time to time by entering your Pin.
- 10.2. You shall be responsible for providing the correct details of the respective mobile and any other details as may be requested on the PGPay App, and in no events shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete details as requested or any reason whatsoever.
- 10.3. You shall top up for mobile at least five (5) Business Days prior to the validity of the mobile account becomes expired, and in no events shall we be held responsible or liable for any charges, claims, costs or damages caused by or arising from the expiry of the validity of the mobile account or any reason whatsoever.

## 11. PERSONAL DATA

- 11.1. By registering a PGPay E-Wallet with us, you hereby acknowledge and agree to the collection and processing of personal data by us in relation to the Services and our Privacy Policy which can be found at <https://www.pgpay.my/>. Without your personal data, we reserve the right to disallow or restrict or suspend the access and/or use of our Services or the provision of the level of service you expect.
- 11.2. This Clause 11 shall be read together with our Privacy Policy which can be found at <https://www.pgpay.my/> .In the event of any inconsistencies, our Privacy Policy shall prevail.

## 12. REFUND POLICY



- 12.1.** In any event you discover any error or discrepancy ("**Disputed Sum**") in your PGPay E-Wallet ("**Disputed Transaction**"), you must contact us within thirty (30) days from the date of the Disputed Transaction, failing which, you shall be deemed to have accepted the accuracy of your transaction.
- 12.2.** If it is revealed in the course of our investigation that the Disputed Transaction is indeed made in error, we will refund the Disputed Sum directly to your PGPay E-Wallet upon completion of the investigation within thirty (30) days from the date the investigation results it out.
- 12.3.** Notwithstanding anything to the contract, any refund by us may be based on preliminary investigation result and shall not, in and of itself, be deemed to have completed the investigation. Upon completion of the full investigation, if it is discovered that you are not entitled to the refund, we may, in our sole and absolute discretion, either adjust your PGPay E-Wallet and deduct the refund from your PGPay E-Wallet or claim refund sums from you.
- 12.4.** In the event any incorrect sum is deducted from your PGPay E-Wallet, we shall have the right to make the necessary adjustment or deduction from your PGPay E-Wallet.
- 12.5.** We reserve our right not to refund any Disputed Sum to you if we believe you act contrary to any provisions of these T&C.
- 12.6.** You agree and consent to the use by us and/or our employees, personnel, and advisors of any information and/or documents related to you, the particulars of the Disputed Transaction or any designated account relating to the Disputed Transaction for the purpose of investigating any claim or dispute arising out of or in connection with the Disputed Transaction and that this consent shall survive the termination of the Services. You further agree that in the event of a dispute or claim of any nature arising in respect of the Disputed Transaction, the records of the Disputed Transaction generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.
- 12.7.** For the avoidance of doubt, any of our determinations and decisions on the investigation in relation to the Disputed Transaction as aforesaid shall be final and conclusive. You shall further indemnify and hold us and our subsidiaries, affiliates, attorneys, agents, directors, officers, employees and/or assignees harmless from any losses that you may suffer therefrom.

**13. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

**13.1.** By using the PGPay App or the Services, you represent, undertake and warrant that: -

- a)** you have the full power, right, authority and capacity to enter into, perform and comply with the provision of these T&C;
- b)** the provision of documents and/information by you are accurate, current and complete. In any event if there is any matters or changes of the documents and/or information, you shall be responsible to maintain and update your documents and/information and keep it accurate, current and complete;
- c)** you shall only use of the Services for your own sole and personal use and you shall not authorize others to use your PGPay E-Wallet and assign or otherwise transfer your PGPay E-Wallet to any other person or entity;
- d)** you shall only use the PGPay App and the Services for lawful purpose and for the purpose which it is intended to be used;
- e)** you shall download or have downloaded the PGPay App from either the Google Play Store, Apple App Store or Huawei App Gallery only and you shall be fully responsible for any losses, damages or claims you may suffer in anyway whatsoever as a result of the download of the PGPay App through any other unauthorised sources;
- f)** you shall not impair the proper operation of the PGPay App or the Services by facilitating any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate or gain unauthorised access to any system, data or information in relation to the PGPay App or Services;
- g)** you shall infringe the intellectual property rights belong to us or of the respective intellectual property right owners, including but not limited to using any robot, spider, other automatic device or manual process to monitor or copy our PGPay App or Services without our prior written permission;
- h)** you shall duly comply with all Applicable Laws in Malaysia or other countries;

## **14. TERMINATION**

**14.1.** Notwithstanding the generality of the provisions stipulated herein, we may immediately change the procedures or mode of operation of the Services without assigning any reason or notice to you.

**14.2.** Subject to our right under Clause 14.1, we shall be entitled to immediately suspend or terminate the provision of the Services (or any part thereof, including any benefits under the Services) to you and your access to the PGPay E-Wallet, without assigning any reason or notice to you, on the occurrence of any of the following events: -

- a)** in our opinion, there is dishonesty, suspected fraud, abuse, not used in good faith, not use as intended, illegality, criminality or misrepresentation in the conduct of your PGPay E-Wallet or your use of the Services;
- b)** if you are in breach or there is reasonable ground to believe that you have breached any of the provisions of these T&C or any guidelines or policies issued by us from time to time in relation to the Services, or have engaged in any conduct prejudicial to us, or if in our opinion, your acts are prejudicial to our interest;
- c)** you have submitted false documents or have declared false information during your application for the Services;
- d)** you have acted in bad faith or with malicious intent;
- e)** you have been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad;
- f)** you have been included in our internal watchlist or any watchlists of any relevant government bodies or authorities;
- g)** you are from a sanctioned or high-risk country;
- h)** you or your PGPay E-Wallet has been detected for money laundering, terrorism financing, fraudulent, illegal, and other suspicious activities; and/or
- i)** you fail to provide any additional documents and/or information which we may request from you from time to time.

- 14.3.** Upon termination of the Services pursuant to Clause 14.2, we may notify you of such termination whereupon, you must ensure that you provide to us the correct bank account details and any other documents and/or information as may be required to enable us to refund the Available Balance to your bank account within fourteen (14) Business Days or within fourteen (14) Business Days upon receipt of the correct bank account details and any other documents and/or information, whichever is later and applicable.
- 14.4.** You may, at any time, terminate the Services by giving notice of such termination via the PGPay App only. If you have any Available Balance in the PGPay E-Wallet, you must ensure that you provide the correct bank account details, and any other information as may be required to us for the process the termination of the Services and refund the Available Balance to your bank account within fourteen (14) Business Days. If you do not have any Available Balance in the PGPay E-Wallet, the Services shall be deemed to be terminated immediately upon our receipt of the termination notice via the PGPay App.
- 14.5.** We shall not be obliged to make the refund of the Available Balance pursuant to Clause 14, until and unless clearance has been obtained from the relevant authorities, if applicable.
- 14.6.** You hereby acknowledge and that we shall in no way be held responsible or liable in for any claims, costs or damages caused by or arising from the incorrect or incomplete bank account details or any other documents and/or information, and that further agree to fully indemnify and hold harmless us in respect of the same.
- 14.7.** The provisions of this Clause 14 are without prejudice to our other rights and remedies under PGPay T&C or at the Applicable Laws.

## **15. INDEMNITY**

- 15.1.** By using the Services, you hereby agree to defend, indemnify (and keep indemnified) and hold us, our subsidiaries, affiliates, attorneys, agents, directors, officers, employees and/or assignees, harmless from and against any and all claims, damages, costs, judgments, losses or expenses (including reasonable attorneys' fees), arising out of or in connection with: -
- a)** your use of the PGPay App and/or the Services;
  - b)** your violation or breach of any provisions of these T&C or any Applicable Laws; or
  - c)** your violation or infringement of any rights of any third party.

## **16. LIABILITY**

**16.1.** This Services is provided on an “as is” and “as available” basis. We disclaim all liability and makes no express or implied representation or warranties of any kind in relation to the Services including but not limited to: -

- a) the use of the PGPay App and/or the Services will be secure, timely, uninterrupted or error-free;
- b) the operation of the PGPay App and/or the contents and provision of Services will meet your requirements or expectations;
- c) the errors or defects in the operation and functionality of the PGPay App will be corrected;
- d) the PGPay App and/or the contents of the Services are free of any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties;
- e) any stored data will be accurate or reliable; and
- f) any advice or information, whether oral or written, obtained by you from us or our Merchants or any third parties will be accurate or reliable (save for any fraudulent misrepresentation) as to the operation of the PGPay App or the information in relation to the Services provided by us.

**16.2.** Notwithstanding anything to the contrary contained herein, our maximum liability shall not exceed in aggregate the sum of Ten Thousand Ringgit Malaysia (RM10,000) only or an amount equivalent to the aggregate sum of the Available Balance of your PGPay E-Wallet at the date on which your claim arises, whichever is the lesser.

## **17. INTELLECTUAL PROPERTY RIGHTS**

**17.1.** All trademarks and other intellectual property rights used in relation to the Services shall belong to us or of the respective intellectual property right owners. Nothing contained on PGPay App should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed

on the PGPay App without our written permission or such third party that may own the intellectual property displayed on PGPay App.

**17.2.** You hereby acknowledge and agree that all trademarks and other intellectual property rights in relation to the Services or any part thereof, whether presented to you by us or the respective intellectual property right owners are protected by the Applicable Laws of Malaysia and other countries and all our rights therein are expressly reserved.

## **18. FORCE MAJEURE**

**18.1.** Notwithstanding the generality of the provisions stipulated herein, we shall not be liable to you or be deemed to be in breach of these T&C by reason of any delay in performing, or any failure to perform our obligations herein if the delay or failure was due to a Force Majeure event, provided that we shall as soon as practicable, make announcement on the PGPay App to your attention thereof specifying the particulars of the Force Majeure event, the extent to which we are unable to discharge our obligations, the reasons for the inability to discharge our obligations and the estimated period during which we are unable to perform or discharge its obligations.

**18.2.** The Services may occasionally be affected by interference caused by objects beyond our control including but not limited buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in the Services. In the event of such interference, we shall not be responsible for any interruption or disruption of the Services.

## **19. TAXES**

**19.1.** Our Services may be subject to any applicable taxes under the prevailing laws in Malaysia and you shall be wholly responsible payment of those taxes in relation to the Services.

## **20. NOTICE**

**20.1.** We may, in our sole and absolute discretion serve you a notice under PGPay T&C through any medium of communication as may be deemed fit and appropriate by us, which primary on the PGPay App. Such notice shall have the same effect as a notice served individually to you.

## **21. GOVERNING LAW AND JURISDICTION**

**21.1.** PGPay T&C shall be governed and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

**22. LANGUAGE**

**22.1.** If PGPay T&C are translated into any other languages and there is a conflict between this English version, this English version shall prevail.

**23. ASSIGNMENT**

**23.1.** We shall have the sole and absolute discretion to assign and/or transfer all or any of our rights, obligations, interests or benefits hereunder PGPay T&C in whole or in part to any third parties without your consent.

**23.2.** You shall not assign and/or transfer all or any of your rights, obligations, interests or benefits hereunder PGPay T&C in whole or in part to any third parties.

**24. SEVERABILITY**

**24.1.** In the event any provision of PGPay T&C are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

**25. WAIVER**

**25.1.** Any failure by us at any time to enforce any of the provisions of PGPay T&C shall neither be construed as a waiver of any rights or remedies hereunder nor in any way affect the validity of PGPay T&C or any part of it. No waiver shall be effective unless given in writing and no waiver of a breach of PGPay T&C shall constitute a waiver of any antecedent or subsequent breach.

**26. DISPUTES, ENQUIRIES AND COMPLAINTS**

**26.1.** For any disputes, enquiries, or complaints in relation to the Services, you shall first give us an opportunity to resolve the disputes, enquiries, or complaints by contacting our customer services department or serving us a written letter of the relevant disputes, enquiries or complaints by hand, courier and/or prepaid registered post, the contacting details shall be as follows: -

**PG Pay Solution Sdn. Bhd.**

Address Menara Public Gold,  
No. 249, Jalan Tun Razak,  
50400 Kuala Lumpur  
Tel +603 2733 3916  
Website <https://www.pgpay.my/>  
Email [enquiry@pgpay.my](mailto:enquiry@pgpay.my)

**26.2.** If we are not able to resolve your disputes, enquiries or complaints or the reply to your disputes, enquiries or complaints is not satisfactory to you, you may contact Mpay and the contacting details shall be as follows: -

**ManagePay Service Sdn Bhd**

Address Wisma MPSB  
Lot 113, Jalan USJ 21/10  
473630 Subang Jaya,  
Selangor, Malaysia  
Tel 1700-81-6729 [MPAY local]  
+65 6550 6729 [Singapore]  
+603 8023 1880 [International]  
Website <http://www.mpay.my/>  
Email [callcenter@mpay.my](mailto:callcenter@mpay.my)