SUPPLEMENTARY TERMS AND CONDITIONS FOR REMITTANCE SERVICES

BigPay Remittance Terms and Conditions – Remittance Services Agreement

This document is the contract between you, the Account holder and BigPay, and contains the supplementary terms and conditions for the **domestic fund transfer and international cross border fund transfer** offered by BigPay via the BigPay Mobile Application ("**BigPay App**"), which, together with the terms and conditions set out in the **Cardholder Agreement** and **Terms of Use** governing the BigPay Card and BigPay App, jointly governs the use of the remittance services and which are binding on you (collectively "**Remittance Terms and Conditions**").

By accessing or using the domestic fund transfer and international cross border fund transfer services, content, features, technologies or functions offered via the BigPay App (collectively, the "**Remittance Services**"), you agree to the Remittance Terms and Conditions as well as our **Privacy Policy**. Do not use the Remittance Services if you do not agree to be bound by these terms.

Other supplemental terms may also apply to the Remittance Services from time to time in respect of a particular event, activity or promotion organized by BigPay, and such additional supplemental terms will be disclosed to you from time to time during the event, activity or promotion period. These additional supplemental terms are in addition to, and shall be deemed a part of, the Remittance Terms and Conditions for the purposes of the Remittance Services. These additional supplemental terms shall prevail over the Remittance Terms and Conditions in the event of a conflict.

Definitions

In addition to words which meanings are already defined in the Cardholder Agreement and/or Terms of Use of the BigPay App (which applies equally to these Remittance Terms and Conditions unless where otherwise stated or defined), the definition of words used in these Remittance Terms and Conditions are as follows:

"**Account**" means your BigPay Card account designated, maintained and operated by BigPay in relation to your Card;

"**Applicable Laws**" means the applicable laws governing the provision of the Remittance Services including but not limited to the Money Services Business Act 2011 (MSBA), the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFA), Financial Services Act 2013 (FSA) and all other applicable laws governing the provision and use of the Service in Malaysia and in the jurisdictions of where the funds are remitted to including jurisdictions of the Beneficiaries, if and where applicable;

"**Available Balance**" means the actual amount of funds available at any time (subject to the appropriate E-money purse limit) for usage in your Account;

"**Beneficiary(ies)**" or "**Recipient**" means the individual designated by you in a Transaction order as the recipient of the funds to be disbursed upon the completion of the processing of such Transaction;

"**BigPay App**" or "**Mobile App**" means BigPay's Mobile Application which is an application software running on a mobile device where you can register and apply for the BigPay Card, activate, access set and edit your Account, including but not limited to your basic account preferences, your personal particulars, your notification preferences, optional subscription services, view Available Balance and Transactions details, block your Card, perform transfer of funds from your Card to another BigPay Card and interact with BigPay's customers service;

"**BigPay Card**" means the prepaid card in a physical form bearing the name MasterCard and/or the service marks of the MasterCard issued by BigPay pursuant to this Cardholder Agreement.

"**Cardholder Agreement**" means the terms and conditions and agreement governing the use of your BigPay Card and Card Account as contained in the BigPay App and the Website;

"**E-money**" means the electronic money associated with your Account, a scheme for the issuance of electronic money ('e-money') as a designated payment instrument under the provisions of the Financial Services Act 2013;

"**Partner Network**" means entities such as remittance or money service providers, retailers, financial institutions, paying agents and other service providers etc., appointed by or working with BigPay to provide you with the money remittance services including without limitation the processing, disbursement and pay-out of funds or any other acts incidental to the processing and completion of the Transactions in the destination country as identified in your Transaction order;

"**Remittance Terms and Conditions**" means this agreement together with the terms and conditions found herein;

"**Remittance Services**" or "**Service**" mean the remittance of funds via wire transfer which includes either domestic fund transfer within Malaysia or international cross border fund transfer from Malaysia to other jurisdictions, offered via the BigPay App by BigPay in accordance with these Remittance Terms and Conditions;

"**Sender**" means you, being the Account holder who places the order with BigPay via your Account and authorizes the wire transfer from your Account via the BigPay App for the purpose of processing of the Transaction by BigPay;

"**Transaction**" means a wire transfer of funds using the Remittance Services including without limitation the specific instruction or order you have submitted to BigPay to send a remittance of money for the benefit of a Beneficiary through the Remittance Services and the acceptance of such remittance of money by the Beneficiary;

"**Transaction Amount**" means the amount of funds you wish to transfer to your Beneficiary; and

"**Transfer Fee**" means the fee charged by BigPay in connection with BigPay's acceptance and processing of a Transaction order submitted by you in respect of the Remittance Services.

Throughout these Remittance Terms and Conditions, the terms "**BigPay**", "**we**", "**us**", and "**our**" refers to BigPay Malaysia Sdn Bhd and/or any of our subsidiaries and affiliates. The terms "**you**" and "**your**" refers to you as a user of the Remittance Services whether as the individual in the capacity of the Sender submitting a Transaction order through the BigPay App or as a Beneficiary.

Overview of Remittance Services

The Remittance Services are made available to you by BigPay (in conjunction with the Partner Network). The Remittance Services allow BigPay Account holders to access and utilize the money remittance function within the BigPay App to send money (i) domestically within Malaysia and (ii) internationally to certain jurisdictions around the world. Subject to the restrictions in these Remittance Terms and Conditions, Beneficiaries of any Transaction(s) submitted need not necessarily be a BigPay Account holder. However, take note that the Remittance Services are currently limited to individuals and non-commercial person-to-person Transactions and remittances to business entities are not allowed. You are strongly advised to use the Remittance Services and submit Transactions only for the benefit of people you know personally such as family and friends. You should never use the Remittance Services to transfer funds for the benefit of strangers or other unknown third parties.

By using the Remittance Services, you hereby warrant, represent and declare that:

- You are an Account holder with a valid BigPay Card;
- You have a bank account with a licensed bank in Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013 or any prescribed institution under the Development Financial Institutions Act 2002;
- You (or your Beneficiary) are not from a sanctioned or high risk country;
- You (or your Beneficiary) have not been blacklisted by any financial institutions, licensed banks, e-money issuers or remittance service providers (including Partner Network) in Malaysia or abroad;
- You (or your Beneficiary) are not persons included in our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC); you (or your Beneficiary) are not listed as a Specially Designated National (SDN); you (or your Beneficiary) are not included as a politically exposed person (PEP) or a family member or close associate of a PEP (RCA); you (or your Beneficiary) are not included in lists or databases as provided or recommended by the Financial Action Task Force (FATF); and/or such other lists as may be issued from time to time by the relevant government agencies; and
- All of the information provided by you to enable us to process and execute a Transaction (including details of Beneficiary(s) is true, correct and complete.

You acknowledge and agree that at any time should any of the representations, warranties and/or declarations above cease to be untrue or we discover to be untrue or that you have misrepresented the same, we shall be fully entitled at our sole and absolute discretion to terminate any Transaction(s) undertaken by you (if already undertaken) whereby there will be no refunds of the Transaction amounts or Transfer Fee being refunded to you, and to take further and appropriate action which may include suspending, blocking and/or terminating your Account together with that of the Beneficiary (if applicable) without any liability to you howsoever. You further acknowledge and agree that in order for us to provide you with the Service, the sharing, transfer, retrieval, updating and processing of your (and your Beneficiary's) personal information may occur between BigPay, our parent, subsidiaries, associates, related corporations and affiliates, our licensees, assignees, proposed assignees, agents, vendors, service providers (including Partner Networks), merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over us), card or payment network operators, and any other parties engaged by us to enable or assist us in the provision of the Service to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion deem fit and necessary, within and beyond Malaysia, as stated in our **Privacy Policy** and you have consented to the same; and that you have read, understood and accepted all the terms and conditions contained in this Agreement and in connection with the use of the Service, and that they are legally binding on you.

Usage Restrictions

The provision and use of the Remittance Services is subject to certain conditions and usage restrictions. By using the Remittance Services, you agree to abide and comply with the following:

- You shall comply with and not breach or violate any restrictions in this Remittance Terms and Conditions, any other agreement between you and BigPay and any Applicable Laws, rules or regulations including the Cardholder Agreement and Terms of Use.
- You may only have one active BigPay Account from which you submit Transaction orders for any Remittance Services.
- Remittance Services may not be available in whole or in part in different countries and jurisdictions at the sole discretion of BigPay. Availability is usually affected by the different laws and regulations applicable in such countries and jurisdictions or if we determine that provision of the Remittance Services in a particular country or jurisdiction presents an unacceptable level of risk to us, our users or our systems.

- By submitting a Transaction order, you agree that it represents your request to us that we process your Transaction, an offer that we may accept or reject at our sole and absolute discretion at any point before executing and confirming the Transaction or delivery of the underlying funds to the Beneficiary without any liability to you howsoever.
- We may at any material time decide not to process your request or order or Transaction especially if we suspect you (or your Beneficiary) are or may be involved in money laundering, terrorism financing activities, fraudulent or illegal activities.
- We will not process your request or order or Transaction if we find that you (or your Beneficiary) are from a sanctioned or high risk country, if you (or your Beneficiary) have been blacklisted by any financial institutions, licensed banks, e-money issuers or remittance service providers (including the Partner Network) in Malaysia or abroad, if you (or your Beneficiary) are persons included under our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases and information provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), Specially Designated Nationals (SDN), politically exposed persons (PEP), relatives or close associates of PEPs (RCA), if you (or your Beneficiary) are included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by the relevant government agencies.
- BigPay's acceptance, processing and execution of any Transaction order submitted by you is also subject to the acceptance of the same by the Partner Network. You agree that you will not hold BigPay liable for any losses or damages resulting from Partner Network's decision not to accept, process or execute any Transaction order submitted by you to BigPay.
- No Transaction order shall be deemed accepted, processed or executed by BigPay until we are satisfied of our ability to process such Transaction in compliance with Applicable Laws and offer the Transaction funds to a Beneficiary.
- You shall not provide any false, inaccurate or misleading information or refuse to cooperate in an investigation or provide confirmation of your identity (or that of the Beneficiary) or any information you provide to BigPay.
- You shall only use the Remittance Services to effect Transactions for Beneficiaries you know and/or for personal reasons. You shall not utilize the Remittance Services for the purpose of sending funds to or for other people, especially strangers and third parties whom you do not know. If we reasonably suspect or discover that you are using the Remittance Services to send Transactions to, or on behalf of a business or other non-human entity, we may, in our sole discretion, cancel your Transaction and/or block, suspend and/or terminate your Account together with that of the Beneficiary (if applicable) without any liability to you howsoever.
- You agree and acknowledge that you shall not use the Remittance Services if you do not have a bank account with a licensed bank in Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013 or any prescribed institution under the Development Financial Institutions Act 2002.
- You may not share any information in relation to a Transaction with anyone other than authorized BigPay personnel (or Partner Network, if required) or the Beneficiary; and you will advise your Beneficiary to do the same.
- You shall not use the Remittance Services for the purpose of providing yourself a cash advance from a credit facility including a credit card (or help others to do so).
- You may not use the Remittance Services for any improper purpose, such as money laundering, terrorism financing, unlawful activities, illegal on-line gambling, illegal purchase of controlled substances or prescription medication, purchase of firearms or explosives, fraud, prostitution or child-trafficking, or financial support of terrorists or terror-supporting organizations.
- You acknowledge that BigPay is not liable for your use of the Remittance Services for any commercial purposes, including without limitation any risks associated with the purchase of goods or payment for services of any kind such as losses you suffer for undelivered or defective goods and services you pay for by way of the Remittance Services.

- You may not attempt to circumvent or avoid any identification, record-keeping or reporting requirements.
- You may not use any automatic device, or manual process to monitor or copy the BigPay App.
- You agree that you are the sole and rightful owner of any funds you apply towards a Transaction and that you may not use any funding source for which you do not have justification to use for any Transaction.
- You agree that BigPay reserves the right at any time, and from time to time, to modify or discontinue the Remittance Services (or any part thereof) with or without notice.

You acknowledge and agree that should you violate any of the restrictions abovementioned, we shall be fully entitled at our sole and absolute discretion to terminate any Transaction(s) undertaken by you (if already undertaken) and to take further and appropriate action which may include suspending, blocking and/or terminating your Account, together with that of the Beneficiary (if applicable) without any liability to you howsoever.

Remittance Limits
BigPay reserves in its sole discretion, to refuse any Transaction order or limit the amount to be transferred, either on a per transaction or aggregated basis at any time and for any reason.

Current remittance limits and thresholds set by BigPay in general as well as for specific user or Account holder categories (Malaysians, expats, foreign workers and/or other categories, if applicable) will be displayed or notified to you when you make an order on the BigPay App.

Note that certain Partner Networks may additionally restrict the amount of any Transaction to a higher minimum or lower maximum than BigPay's amount restrictions listed. BigPay reserves the right to limit any Transaction involving certain Partner Networks to the limitations set by such Partner Networks without any liability to you.

Funding Transactions
All Remittance Services Transactions are fully funded from the Available Balance of E-money in your Account. The terms and conditions in relation to the loading or topping up of E-money into your Account can be found in the Cardholder Agreement.

To use the Remittance Services, you must place a Transaction order with BigPay via the BigPay App and pay for the Transaction Amount together with the Transfer Fee and such other fees and charges depending on the nature of your Transaction order or as may be determined by BigPay from time to time. More information regarding the Transfer Fee and other fees and charges applicable to the Remittance Services can be found in the '**Fees and Charges**' section on the Mobile App and Website. Please read the "**Fee and Charges**" section on the Mobile App or Website before you make an order for any Transaction so you are aware of the fees applicable, including any revisions or updates to the same from time to time.

Generally, payment is due at the time you submit a Transaction to us for processing although we may at our discretion choose not to debit your Account immediately. In order for us to process and complete the Transaction, you authorize BigPay to access, charge, electronically transfer, or debit the required amount from your Account towards payment of the Transaction. You are responsible for ensuring that your Account has sufficient Available Balance to pay for your Transaction. You authorize BigPay to re-try one or more times to charge your Account to collect the required amounts in the event that BigPay's first attempt to collect these amounts from your Account is unsuccessful. If we have disbursed any funds towards a Transaction pursuant to your order and are subsequently advised that your Account has insufficient funds available, you remain liable to us for the full amount of any such payment of the Transaction and you agree that we shall deduct the same from your Account thereafter. You also authorize BigPay to initiate debit and credit entries to your Account in connection with the Remittance Services. Note that Transactions involving funds in excess of your Available

Balance may be declined or rejected by BigPay and may further result in additional charges, chargeback fees, or other similar expenses from the Partner Network which BigPay may collect from you via deduction from your Account. BigPay shall collect these additional charges, chargeback fees, or other similar expenses from you when incurred, deducted from your Available Balance. BigPay has no obligation to process or complete any Transaction order if BigPay is unable for any reason to obtain authorization, collect the required amount of funds from your Account (being the Transaction Amount and the Transfer Fee and such other fees and charges depending on the nature of your Transaction order or as may be determined by BigPay from time to time) or to proceed with settlement with the Partner Network.

Information required and customer due diligence

Customer due diligence (CDD) is a mandatory requirement under the Applicable Laws for any party that uses or intends to use the Remittance Services. Accordingly, in addition to the information BigPay collects from you at the point of Account application and registration for your BigPay Card, usage of the Remittance Services may require you to provide BigPay with additional information and/or documentation before you can conduct any Transactions. Such additional information may include information or documentation that will enable us to verify or re-verify your identity as well as that of your Beneficiary, including but not limited to your payment or funding sources, Visa or Employment Pass (if you are a foreigner) and so on. We may also re-verify your identity via electronic know-your-customer (e-KYC) process. Another set of information you may need to provide to us in order to process your Transaction will be information about the Beneficiary such as: full legal name, location, and, depending on other circumstances such as the amount to be transferred and method for receiving funds, a copy of the Beneficiary's government issued ID or equivalent, address, date of birth, country of birth, nationality and other information that we require in order to verify the Beneficiary and correctly transfer the funds to that Beneficiary. Where required, we may also obtain information about you and the Beneficiary from other sources whether directly or through public and private third parties, in order to verify your identities and to ascertain the accuracy of information provided by you.

We are also required under the Applicable Laws to screen all individuals who use or intend to use the Remittance Service (be it you or your Beneficiary) against our own internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities for the purposes of determining if there are any money laundering or terrorism financing risks in relation to the such individuals. If we ascertain that you (or your Beneficiary) are included in any of the respective lists, including but not limited to, being persons from sanctioned or high risk countries, being persons included under the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), you (or your Beneficiary) are deemed a Specially Designated National (SDN), you (or your Beneficiary) are included as a politically exposed person (PEP), family member or close associate of a PEP (RCA), or you (or your Beneficiary) are included under any lists as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by the relevant government agencies, you (and your Beneficiary) shall not be allowed to conduct or use the Remittance Services.

By submitting a Transaction order for processing, you agree that BigPay may send you text (SMS) messages or notifications (via email, SMS or via the Mobile App) as part of the Remittance Services' normal operations. You may opt-out of receiving such text (SMS) messages at any time. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Remittance Services.

It is a condition of your use of the Remittance Services that all the information you provide to us is correct, current and complete at all times. BigPay protects the privacy of your information as detailed in BigPay's Privacy Policy (please refer to the same in the Privacy Policy section on the Mobile App or Website). By accessing or using the Remittance Services, you acknowledge and agree to our Privacy Policy and authorize us to contact you or your Beneficiary, through any means, to make any inquiries and request additional information to validate any information we have on our records. Such inquiries may include, without limitation, the following: mobile phone number verification, account verification, and requests for additional personal information. The information collected will not be shared with non-affiliate third parties without your knowledge and consent. In order for us to process the Transaction, you undertake and confirm that you have the Beneficiary's consent for you to provide us all required information in respect of the Beneficiary and for us (and/or our Partner Network) to use and verify such information and to contact the Beneficiary for this purpose.

Processing Transactions

We may establish or change cut-off times for the receipt, processing and/or completion of Transaction orders that you submit to us on the BigPay App. These cut-off times (if applicable) will be displayed on the BigPayApp. The time taken to process and complete your Transactions and for the Beneficiary to receive the funds is displayed on the BigPay App. Such times stated may not include the time taken by the Partner Network(s) involved in the processing of the Transaction(s) to process and execute the same and remit the funds to the Beneficiary(s) or the Beneficiary bank. BigPay will use reasonable efforts to ensure the timely processing of Transaction orders but makes no claims or warranties regarding the time needed to process a Transaction. You agree that the timing and delivery of Remittance Services depends on multiple factors outside of BigPay's control including dependency on the Beneficiary bank or Partner Network involved in the Transaction. You agree that you will not hold BigPay liable or responsible for any delays in processing or completion of the Transaction(s) or for any delays in the remittance of the funds to the intended Beneficiary(s) or the Beneficiary's bank.

Whether your Transaction order is to a Beneficiary or Beneficiary bank located within or outside of Malaysia, you agree that we are unable to guarantee the receipt or timely processing of the funds on the part of that domestic or foreign Beneficiary bank or Partner Network involved in the Transaction. By sending funds to a Beneficiary within or outside of Malaysia, you understand that we have no control over how or when the funds are received or processed by the domestic or foreign Beneficiary bank or Partner Network involved in the Transaction and that it could take an extended period of time for funds to be processed by that domestic or foreign Beneficiary bank or Partner Network involved in the Transaction. Therefore, you understand and acknowledge that by submitting a Transaction order to a Beneficiary or Beneficiary bank whether located within or outside of Malaysia, you accept all risks associated with such a Transaction order, including any possible delay in the same. BigPay will not be held liable or responsible to refund you any of the funds or costs (including Fees & Charges) associated with processing your Transaction order where the funds you sent were lost, destroyed, delayed, misdirected, improperly credited, not processed, or not received by the Beneficiary or Beneficiary bank due to no fault of ours.

Please verify that all information provided prior to submitting a Transaction order is correct (i.e. name of Beneficiary, bank account number and any other information as required) as BigPay is not responsible for detecting inaccuracies. **Note that in general, once a Transaction order is submitted, it cannot be cancelled or amended.** If incorrect information is provided, funds may be disbursed to the wrong account or person other than that of your Beneficiary and may not be recovered. Notwithstanding this, we may, in our sole and absolute discretion, allow requests to amend certain submitted Transaction details or attempt to reverse your Transaction order on a strictly case by case basis if you inform us that you wish to do so, provided always that, the funds have not been processed by the Partner Network or Beneficiary bank involved in the processing of the Transaction(s) or the funds have not been paid out to the Beneficiary or Beneficiary bank account. In any case, BigPay does not guarantee that any request for amendment or reversal will be successful. A charge may be applied by us for every request for amendment or reversal whether or not successful. For amendments or reversals involving the amount to be transferred, a refund of the Transaction Amount (or part thereof) including Transfer Fee may be made to you at BigPay's sole and absolute discretion subject to there being no fault on your (or your Beneficiary's) part in accordance with the "*Cancellation and Refunds*" section below. The exchange rate applied by BigPay will be notified to you on the Mobile App at the time of making your order to initiate a Transaction ("**Original Rate**"). If you do not agree to the exchange rate, please do not proceed with the Transaction.

Receiving Funds

The Remittance Services allow for Transactions whereby a Beneficiary may receive funds via the Beneficiary's bank account with a licensed local bank in the jurisdiction of the Beneficiary or including cash physically at a business run by a member of the Partner Network. If you select the option for physical collection, you are appointing your Beneficiary as your agent for the purpose of receiving funds transmitted through the Remittance Services. Beneficiaries will be required to prove their identities before receiving funds by presenting valid identification and may also be required to provide a reference number or another similar identifier associated with their Transactions. The release of funds to the Beneficiary is conditional upon satisfactory verification of the Beneficiary's identity.

BigPay may send you in-app notifications on the BigPay App or text (SMS) messages to notify you that the Transaction has been completed. There may be charges associated with your mobile phone carrier in respect of such text (SMS) messages which you are solely responsible for. As BigPay utilizes third-party gateways hosted by their respective telecommunication operators for forwarding such text (SMS) messages, BigPay cannot guarantee you receipt of such text (SMS) messages even if BigPay had sent them out. Such forwarding is the responsible of third parties and BigPay is not responsible for any errors or malfunctions occurring outside of its control. You may opt-out of receiving such text (SMS) messages at any time. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Remittance Services.

Validations and Delays
As part of our CDD requirements and security monitoring process, BigPay reserves the right to review any Transaction at any point in time in order to protect you and your funds and to ensure the validity, safety and security of your Account against money laundering, terrorism financing, fraudulent or illegal activities. As a provider of financial services, BigPay also plays an important role in the fight against financial crime, money laundering and terrorist financing activities and as a result, the Applicable Laws require us to obtain, verify and record personal and private information about our customers and to conduct periodic account reviews. These processes often include steps that involve additional verification and validation of identity, payment or funding sources and instructions, and of other Transaction information of both you and/or the Beneficiary which may require us to contact you further for the relevant information, causing delay in the processing of a Transaction until such verification and validation is satisfactorily completed.

In the event that your Transaction order is subject to any process for additional verification and validation (including via the e-KYC process and AML compliance checks), your Transaction may be put on hold while we collect and confirm the source of the funds and complete the verification and validation process. Funds will be released to the Beneficiary as soon as the verification and validation process is complete.

It may also be possible that the bank which holds the Beneficiary's account as indicated on your Transaction order refuses receipt of the funds for any reason. In such cases, we reserve the right to cancel the Transaction Due to timing issues, BigPay may not be made aware of such decline notices up to a week (or longer) after a Transaction is processed by BigPay and we attempt to disburse the funds to the account. You agree that BigPay is not liable or responsible in any way whatsoever for any delayed deposits, rejections or returns from any Beneficiary's bank.

Note that BigPay reserves the discretion to refuse to process requests, orders or Transactions for certain individuals (be it you or your Beneficiary), including without limitation, individuals from sanctioned or high risk countries, individuals who have been blacklisted by any financial institutions, licensed banks, e-money issuers or remittance service providers (including the Partner Network) in Malaysia or abroad, individuals who are included in our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), or who are deemed as Specially Designated Nationals (SDNs), included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and such other lists as may be issued from time to time by relevant government agencies. We may also refuse to process any Transaction on behalf of individuals that may appear on any list of politically exposed persons (PEPs) or that are family members or considered close associates of such PEPs (RCAs).

Foreign Currencies

Disbursements of funds following the successful execution of a Transaction order will normally be made in the currency of the destination country. For example, where you submit a Transaction order through the BigPay App using your Account registered in Malaysia (Available Balance held in MYR in this case) to a Beneficiary in Indonesia, the Transaction funds will be converted to Indonesian Rupiah (IDR) before being disbursed to the Beneficiary or the Beneficiary's bank account. The amount to be converted is based on the Transaction Amount which you chose to remit as stated in your Transaction order. Currency conversions will occur each time you submit a Transaction order involving payout in a currency other than MYR. The exchange rate applied by BigPay will be notified to you on the Mobile App at the time of making your order to initiate a Transaction ("**Original Rate**"). If you do not agree to the exchange rate, please do not proceed with the Transaction.

Together with the Transaction Amount, the Transfer Fee and any other applicable fees and charges, the Original Rate that will be applied to your Transaction Amount and the total amount to be disbursed to the Beneficiary will be displayed for your confirmation and approval on the BigPay App prior to your confirmation and submission of a Transaction order. Such exchange rates are subject to change and may fluctuate several times daily. Accordingly, take note that the exchange rate displayed on the BigPay App may only be guaranteed for a limited time only until you have proceeded to make payment of the Transaction amount and the applicable fees, and received confirmation of payment from BigPay. If payment for a Transaction order occurs outside this time period or you have not received confirmation of payment from BigPay, the exchange rate may change, in which case you will have to confirm a new applicable exchange rate prior to providing payment for that Transaction.. The currency is converted at the time payment for a Transaction is made and the Beneficiary can expect to receive the corresponding amount in foreign currency as shown for your confirmation and approval previously.

Fees and Charges

A Transfer Fee will be charged per Transaction order submitted through the Remittance Services. The Transfer Fee for domestic

fund transfer is deducted from the Transaction Amount whilst the Transfer fee for international cross border fund transfer is <u>in addition</u> to the Transaction Amount which you have elected to remit. There may also be other applicable fees that we may charge directly or on behalf of the Partner Network or due to regulatory requirements. Where possible, the full amount to be debited from the Available Balance in your Account in respect of each Transaction and the applicable charges will be made known and displayed on the BigPay App prior to your submission of a Transaction order. For the list of applicable fees and charges, please refer to the '**Fees and Charges**' section on the Mobile App and Website. Please read the "**Fee and Charges**" section on the Mobile App and/or Website before you make an order for any Transaction so you are aware of the fees applicable, including any revisions or updates to the same from time to time. Unless otherwise stated, all fees and charges are reflected and due in MYR.

While BigPay is committed to providing a transparent service at all times, there may be some costs which BigPay may be unware of that you or the Beneficiary may incur as a result of using the Remittance Services. For example, transfers to certain countries or by certain methods may be subject to local taxes (i.e. taxes or charges payable in the destination country) and other service charges, or bank or administrative charges. There may also be other fees and charges (including bank or administrative charges) incurred by the Beneficiary for receipt of funds via account-based money transfers or to a bank account or otherwise, including in the event any refunds are required to be made to the Sender in the event the funds are rejected by the Beneficiary's bank account or cannot be remitted to the Beneficiary or the Beneficiary's bank account for whatever reason. Other than the fees and charges notified by BigPay to you, BigPay is not responsible to you or the Beneficiary for fees that may be imposed by other third parties, Partner Network(s) and financial institutions (including bank or administrative charges) associated with your Transactions including without limitation any mobile carrier charges for the relevant text (SMS) messages or data services or otherwise.

You are responsible to pay all fees due to complete the money transfer unless Applicable Laws in the destination country requires otherwise. By using the Remittance Services, you agree to pay such Fees and Charges to BigPay as made known to you at the point of your submission of a Transaction order. By submitting a Transaction order, you authorize BigPay to debit the Available Balance in your Account with BigPay for the full amount of the Transaction (including the Transfer Fee and other fees and charges as may be applicable) as made known to you at the point of your submission of a Transaction order. You understand and acknowledge that BigPay has no obligation to process or complete a submitted Transaction order if BigPay is unable for any reason to obtain authorization or settlement of the funds from debiting your Account for the full amount required for the requested Transaction.

In general, payment is due from you at the time you submit a Transaction order on the BigPay App. If you submit a Transaction that results in us being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees plus any applicable service fee levied by BigPay and authorize us to debit your Account for the full amount of any of the foregoing fees. There may be particular instances (on a case by case basis) that we are able to waive these additional fees in situations where you are able to conclusively prove that the Transaction was not authorized by you; however, such waiver will not be extended to situations where (i) you remove funds from your Account after submitting a Transaction order; (ii) you acted fraudulently; (iii) your Account security has been compromised and you failed to inform us promptly; or (iv) you have used the Remittance Services for any improper purpose, including but not limited to, money laundering, terrorism financing, fraudulent or any other unlawful activities. BigPay reserves the right to amend the Fees and Charges applicable to its Remittance Services at any time with or without notice to you. Any amendments to the fees and charges will be posted to the Fees & Charges section on the Mobile App and Website. The revised fees and charges will take effect upon posting of the same.

Note that any act or omission of BigPay in relation to any steps to be taken as set out above does not make BigPay liable to you for any revisions to the fees and charges or the applicability of the revised fees once posted. In addition and notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately. The use of the Remittance Service or continued use of the Remittance Service by you after the effective date or posting of any revision, substitution or change of any fees and charges shall be deemed to constitute your acceptance of such revision or change without reservation by you. If you do not accept the revised fees and charges, you are entitled to stop using the Remittance Services.

Cancellations and Refunds
Generally, once a Transaction order is submitted, it cannot be cancelled or amended. If you do make a request to cancel an order or Transaction that has already been authorized by you, such cancellation is not guaranteed by us and may not be approved. Any orders or Transactions will only be cancelled if your request for cancellation is received and able to be acted upon before the order or Transaction has been executed by us and/or the Partner Network.

In the event of any cancellations, refunds of the Transaction Amount or Transfer Fee or any other applicable fees and charges will only be made under the following scenarios:

- **Full Refund (of Transaction Amount and Transfer Fee)**: For cancellations strictly due to no fault of you and/or the Beneficiary.

- **Partial Refund (of Transaction Amount only)**: For cancellations due to fault of you and/or the Beneficiary, including but not limited to, an error made by you during confirmation of an order or the Transaction or where there was an error in any information submitted by you (including in respect of personal details, bank account details or any other required information pertaining to the Beneficiary) which resulted in the funds being rejected by the Beneficiary's bank. This also includes situations where a valid Transaction order is unable to be completed for reasons due to (i) no fault of BigPay; (ii) insufficient funds in the Account; (iii) the Beneficiary, Partner Network or any related party (including a Beneficiary's bank) refuses to accept your transfer; (iv) your funds or the Transaction is subject to legal processes or other encumbrances restricting the completion of the Transaction; or (iv) you have provided incorrect or incomplete information in respect of the Transaction to us.

- **NO Refund**
  - (i) your use of the Remittance Service is in breach of the Remittance Terms and Conditions by you or the Beneficiary;
  - (ii) where you (or your Beneficiary) are found to be from a sanctioned or high risk countries, where you (or your Beneficiary) have been blacklisted by any financial institutions, licensed banks, e-money issuers or remittance service providers (including the Partner Network) in Malaysia or abroad, where you (or your Beneficiary) are included in our own internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), Specially Designated Nationals (SDN), politically exposed persons (PEP), relatives or close associates of PEPs (RCA), where you (or your Beneficiary) are included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by the relevant government agencies;
  - (iii) where you have acted fraudulently; or
  - (iv) where you have intentionally or negligently compromised the security of your Account or failed to keep the details you use to access the Account secure.

The cut-off period for all refund requests, if any (regardless of the reason) is thirty (30) days from the date that the Transaction order is processed by us. BigPay will not entertain any claim for refunds pass that date.

The information provided under this section is for informational purposes only. It is not intended to represent an undertaking or obligation by BigPay to process any request for cancellations or to limit the instances in which BigPay may choose to allow or disallow refunds in any given Transaction or to any particular user. Notwithstanding the foregoing, as a general rule, no cancellations or refunds will be available to you other than in the scenarios provided above. Beneficiaries are not eligible to request for cancellation or to receive any refunds in relation to any Transaction.

Where possible, BigPay will try to grant approved refunds to you in a timely manner but in any event no later than five (5) business days. However, exceptions may occur due to extraneous circumstances or where depending on Partner Network or Beneficiary bank and you agree that BigPay will not be held liable or responsible for any delays whatsoever due to no fault of ours.

Please be aware that a refund of any amount will only be by way of a credit into the Sender's Account submitting the Transaction order that the funds were originally debited from. BigPay will not entertain any request for refunds by way of cash or any other method of payment. For refunds in connection with the Transaction Amounts that involve currency exchanges, the amount refunded will first be subject to a reverse-exchange from the currency to be disbursed back into the currency held by the Account used for the Transaction at the Original Rate.

Contacting Us

Should you have any questions in respect of your Transactions, issues, complaints or other general enquiries in respect of the Service, you may contact us by sending us an in-app message in the Help section of the BigPay App or contact our customer service team via the contact details stated in the BigPay App. In addition, if you have any complaints (which we have not responded to) you may also contact Bank Negara Malaysia at bnmtelelink@bnm.gov.my.

Security

BigPay treats the security of your Account with utmost priority and to this end, we use a variety of security measures to make sure that your Account is secure. However, it is your responsibility to ensure that your Account is kept safe from unauthorized access and attempts to use it for fraudulent purposes at all times. You must ensure that you do not share access of your Account with any person other than yourself and keep your login details safe. It is your responsibility to keep your Account secure and be responsible for Transactions carried out using your Account. You should never conduct any Transactions on behalf of any third parties or allow any other individual to conduct a Transaction on your behalf. You should never use the BigPay App or submit any Transactions on a 'jailbroken', 'rooted' or otherwise modified device. In addition, you must only download or use the BigPay App on mobile devices installed with the latest and most secured operating system(s) available for the mobile device. If you find or suspect any unauthorized use of your Account or any other security breach, you must notify us immediately using any of the contact methods provided above so that we can take all the necessary steps to prevent further unauthorized use.

Where you have notified us, or we reasonably believe that your Account has been compromised, we may stop, block or suspend your access to and use of your Account and/or the Remittance Services. We also have the right to disable or change any user name or password (if possible), whether chosen by you or provided by us to ensure the security of the Account, in our sole discretion. Note that any act or omission of BigPay in relation to any steps to be taken as set out above does not make BigPay liable to you for any loss or damage arising from the result of your failure to keep your Account secure and notifying us of the same.

If you believe that a Transaction was made without your authorization, you must contact us immediately. We will conduct an investigation and may provide refunds of unauthorized Transactions unless:

- you have acted fraudulently;
- you have intentionally or negligently compromised the security of your Account or failed to keep the details you use to access the Account secure; or
- where not allowed under the *"Cancellations and Refunds"* section above.

If our investigations result in any special circumstances deviating from the above and affect the outcome of your liability and/or eligibility for a refund, we will notify you. Note that we have no responsibility towards you for any loss caused by unauthorized access prior to you notifying us. A charge may also be applied for any refund request if the unauthorised use, loss, theft or misuse of the Account was caused by your error, carelessness or negligence.

In cases where we have reason to believe that you have acted fraudulently, we may decide not to allow any refund to you, investigate the circumstances further or even forward the matter to law enforcement authorities, including Bank Negara Malaysia. If an investigation (whether by us or the authorities) results in a finding of fraud by you, we may charge you for costs incurred by us in carrying out such investigation and further deduct these monies from your Account.

We recommend that you consider all factors carefully prior to transferring money to anyone that you do not know well. In particular, you should be cautious of deals or offers that seem too good to be true. If you think you have been or might be a victim of fraud, please contact us immediately.

We also regularly monitor the apps distribution platforms and will report fake mobile applications to the app distribution platforms for their further action to prevent such fake mobile applications from being made available for download by users. We also monitor sources identifying fake/phishing websites and will take the necessary action to report the same to the appropriate parties (overseeing or hosting these sites) for the same to be taken down in order to safeguard users from falling prey to scams or fraud sites guising as BigPay's official website. In any event, users can validate the authenticity of BigPay's Mobile App through Apple's App Store and Google's Play Store, as the mobile application is signed by the Big Pay developer account. Notwithstanding, you must only download the BigPay App from either Apple's App Store or Google's Play Store. You must not download the BigPay App from any other app sites, websites or app forums as they will probably be fake or phishing sites which we do not authorize or approve to publish the BigPay App.

Please further read the '*Security Alert*' provided under the 'Security & Legal' page on the BigPay App for further awareness on online transaction risks.

Communications

You acknowledge that these Remittance Terms and Conditions shall be entered into by you electronically, and that the following categories of information ("Electronic Communications") may be provided by electronic means: (i) these Remittance Terms and Conditions and any amendments, modifications or supplements to it; (ii) your Transactions records; (iii) any initial, periodic or other disclosures or notices provided in connection with the Remittance Service, including without limitation those required by Applicable Laws; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the service; (v) any other communication related to the Remittance Services and/or your Account.

Electronic Communications may also be provided to you through the use of autodialed or prerecorded message calls or text (SMS) messages at the telephone number(s) that you provide us with. We may contact you or your Beneficiary directly and we may share your (and your Beneficiary's) phone number with our service providers (including the Partner Network) with whom we contract to provide such Electronic Communications. Standard telephone minute and text charges may apply. The hardware and software requirements for access to and retention of the Electronic Communications associated with the Remittance Services include a mobile or other similar device which is capable of accessing the Internet; an Internet Web Browser; and a printer or other device capable of printing and/or retaining agreements and documents.

Unless otherwise stated, the Remittance Services do not allow for Electronic Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Electronic Communications electronically, but if you do, you may lose your eligibility to use the Remittance Services. In order to withdraw your consent, you must contact us using our contact information provided in these Remittance Terms and Conditions.

Notwithstanding the above, we shall be entitled from time to time to contact you via Electronic Communications or via telephone correspondence, and/or any other means of exchange communication in respect of, but not limited to, the confirmation of Transactions, whether or not you transacted the same, in relation to your Account, communication on promotions (and promotional items) for the Remittance Services and for any other matters relating to the Service. We shall be entitled to send you offers, promotional and marketing materials with regards the Remittance Services from time to time unless you expressly inform us that you do not wish to receive them.

Partner Networks shall also be entitled to contact you or your Beneficiary via Electronic Communications or via telephone correspondence and/or any other means of exchange communication, in respect of, but not limited to, the confirmation of Transactions, whether or not you transacted the same, any information in relation to you or your Beneficiary, including your Beneficiary's bank account details, informing you or your Beneficiary once the Transaction is completed or when funds are available in the Beneficiary's bank account or for collection by the Beneficiary or for any other matters relating to the processing, disbursement and pay-out of funds or any other acts incidental to the processing and completion of the Transactions in the destination country as identified in your Transaction order.

Intellectual Property
You agree that the BigPay App, the Remittance Services and the entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof and any software used on the BigPay App and in respect of the Remittance Services) are owned by BigPay and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (the "Intellectual Property"). You agree to observe and comply with all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You are granted a non-exclusive, non-transferable, revocable license to access and use the BigPay App and Remittance Services strictly in accordance with these Remittance Terms and Conditions. As a condition of your use of the BigPay App and Remittance Services, you promise and warrant to us that you will not use the BigPay App and Remittance Services for any purpose that is unlawful or prohibited by these Remittance Terms and Conditions. You shall not use the BigPay App and Remittance Services in any manner that is liable to (i) harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any party; or, (ii) be unlawful, fraudulent, deceptive or otherwise violates any applicable law, statute, ordinance or regulation. In using the BigPay App and Remittance Services, you shall not (ii) use technology or other means of access that is not authorized by BigPay; (ii) use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers" while using the BigPay App; (iii) attempt to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the BigPay App; (iv) attempt to gain unauthorized access to BigPay's network or user accounts; (v) encourage conduct that would constitute a criminal offense, or that gives rise to civil liability; (vi) violate these Remittance Terms and Conditions; (vii) attempt to damage, disable, overburden, or impair our servers or networks or otherwise attempts to interfere with the proper working of the BigPay App; (ix) use the BigPay app in any way liable to make us lose any of the services from any of our service providers or the Partner Network; and (x) modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit the BigPay App or the Intellectual Property in whole or in part. You will use the Intellectual Property solely for your personal use, and will make no other use without the express written permission of BigPay and the lawful owner of such Intellectual Property. Any rights not expressly granted in these Remittance Terms and Conditions are reserved by BigPay.

BigPay's Responsibility for the Remittance Services
BigPay declares its willingness to accept an offer to process a Transaction submitted by you for the Remittance Services via the BigPay App in accordance with these Remittance Terms and Conditions and to exercise reasonable care in the provision of any offer to us to process Transactions which we so accept. You acknowledge and agree that BigPay has no responsibility or liability to you in respect of:

- goods or services which you may pay for using the Remittance Services (including of their delivery, performance, merchantability or fitness for purpose)
- malfunctions in any communication facilities over which we have no control including in respect of your mobile device
- the loss of data or the delay in transmissions caused by using an Internet service provider or a browser or other software over which we have no control
- the services provided by any of your service providers in which you may use the Remittance Services through or with
- viruses originating from third parties
- errors on the BigPay App and/or Remittance Services that are the result of incomplete, erroneous or wrong information that you or a third party (including your Beneficiary) provided
- the unauthorised use or interception of information prior to reaching the BigPay App
- the unauthorised use of or unauthorised access to your Account or any data in connection with you or your Transactions which we process unless such use or such access is the result of negligence of BigPay
- any use by you of the BigPay App and/or Remittance Services in breach of these Remittance Terms and Conditions

- any action that BigPay make take against you for breach of these Remittance Terms and Conditions, including blocking , suspending or terminating a Transaction and/or your Account (including the Beneficiary's account, if applicable)

Nothing in these Remittance Terms and Conditions obliges BigPay to accept or execute any Transaction order, amendment or cancellation thereof, and we shall be deemed to have accepted a Transaction order or its amendment or cancellation only upon execution by us of the same. We may reject or refuse to accept or execute a transfer request at our sole discretion, including where (a) the designated Account does not contain sufficient funds; (b) the Beneficiary's account number that you provide on the Transaction order does not correspond to any known account or individual; (c) you have made an error or provided inaccurate or misleading information (whether in respect of yourself or the Beneficiary); (d) where you have made an error during confirmation of an order or the Transaction; (e) the Transaction order is not authorized or does not comply with Applicable Laws or any security procedures; (f) where you (or the Beneficiary) have breached the Remittance Terms and Conditions; (g) BigPay reserves the discretion to refuse to process requests, orders or Transactions for certain individuals (be it you or your Beneficiary), including without limitation, individuals from sanctioned or high risk countries, individuals who have been blacklisted by any financial institutions, licensed banks, e-money issuers or remittance service providers (including the Partner Network) in Malaysia or abroad, individuals who are included in our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), or who are deemed as Specially Designated Nationals (SDNs), included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and such other lists as may be issued from time to time by relevant government agencies. We may also refuse to process any Transaction on behalf of individuals that may appear on any list of politically exposed persons (PEPs) or that are family members or considered close associates of such PEPs (RCAs); or (h) we have a good-faith, reasonable cause for rejecting the Transaction order.

We do not assume any liability for loss or damages caused to you or any third party from the non-payment or late payment of a Transaction to a Beneficiary or if the Remittance Services fail or if we decline to execute a Transaction order for any reason including as set out in these Remittance Terms and Conditions.

Disclosure

You further acknowledge and agree that in order for us to provide you with the Service, the sharing, transfer, retrieval, updating and processing of your (and your Beneficiary's) personal information may occur between BigPay, our parent, subsidiaries, associates, related corporations and affiliates, our licensees, assignees, proposed assignees, agents, vendors, service providers (including Partner Network), merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over us), card or payment network operators, and any other parties engaged by us to enable or assist us in the provision of the Service to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion deem fit and necessary, within and beyond Malaysia, as stated in our Privacy Policy and you have consented to the same; and that you have read, understood and accepted all the terms and conditions contained in this Agreement and in connection with the use of the Service, and that they are legally binding on you. You may refer to our Privacy Policy on the Mobile Application and/or Website.

If we do not have your (or the Beneficiary's) personal information, or you choose not to share or disclose any information that we may require, we may not be able to provide or continue to provide you with the Remittance Services and we will not be obliged, responsible or held liable for the failure to provide the same (and/or any disputes in relation thereto).

Any disclosure by us of your (or your Beneficiary's) information as set forth herein shall not render us liable to you or the Beneficiary for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to: the release or disclosure of the information by us; and/or the information being incorrect, erroneous or misstated; and/or reliance on the information, whether caused by us or other third party's misstatement, omission, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.

Disclaimer of Warranties

The BigPay App and the Remittance Services (including any content made available through the foregoing) are provided on an "as is" basis and any access or service obtained by you through the BigPay App and the Remittance Services is at your own risk. BigPay disclaims all warranties, guarantees and conditions of any kind, whether expressed, implied or statutory, including all implied warranties, guarantees and conditions of merchantability, fitness for a particular purpose and non-infringement. BigPay does not warrant that the functions contained in the BigPay App or the Remittance Services will meet your requirements or that their operation will be uninterrupted, error free or free from viruses or any other component that might cause damage to your property or device, or that defects or errors in the BigPay App, the Remittance Services, the network or any content provided or made available to you via any of the foregoing will be corrected. Your sole remedy for any surviving warranties shall be to cease usage of the BigPay App, the Remittance Services, the network and/or any content or to promptly notify BigPay of any such deficiency so that BigPay may correct such deficiency to the extent practical as reasonably determined by BigPay.

Neither BigPay, the Partner Network(s) nor any other person associated with BigPay makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Remittance Services or any information provided in respect of the Remittance Services. Save for any warranties that cannot be excluded or limited under law, BigPay hereby disclaims all warranties of any kind, either expressed or implied, statutory or otherwise.

Limitation of Liability

BigPay is only liable to you for the proper execution of any valid Transaction order that we accepted in accordance with these Remittance Terms and Conditions. In the event that execution of any valid Transaction order is unable to be completed due to BigPay's fault, we will process a refund (of the Transaction Amount and the Transfer Fee) in accordance with the refund provisions under these Remittance Terms and Conditions. This expressly excludes situations stated in the *Cancellations and Refunds* section of these Terms and Conditions.

Except as otherwise required by law, BigPay's entire liability to you where due to BigPay's fault is limited to the dollar amount (in MYR) showing on the Transaction receipt for that particular Transaction which includes the Transaction amount and may include the Transfer Fee and such other applicable fees and charges (unless not allowed under the "*Cancellation and Refunds*" section above). Except as expressly provided in these Remittance Terms and Conditions, in no event shall BigPay and/or its Partner Network and other service providers be liable for any direct, indirect, punitive, incidental, special or consequential damages or any damages whatsoever including without limitation, damages arising out of or in connection with any (a) loss of use, data or profits; (b) performance or any delays of the BigPay App or Remittance Services; (c) provision of or failure to provide access or use of the BigPay App or Remittance Services; (d) information, software, products, services and related graphics or other materials obtained through the BigPay App; or (e) use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if BigPay, the Partner Network or any of its service providers have been advised of the possibility of damages. Your sole remedy other than that as expressly provided in these Remittance Terms and Conditions is to discontinue using the BigPay App or Remittance Services.

Notwithstanding the foregoing, you remain responsible for any chargeback, claim, reversal, fee, fine, penalty and other liability incurred by us, another user of the Remittance Services, or a third party caused by or arising out of your breach of these Remittance Terms and Conditions and/or your use of the Service. You agree to reimburse us, other users, or a third party for any and all such liability. Nothing herein these Remittance Terms and Conditions shall affect any liability that cannot be excluded or limited under applicable law.

Indemnities

You agree to indemnify, defend and hold BigPay and its respective affiliates, related corporations, officers, employees, agents, contractors, representatives, its suppliers, vendors, service providers, the Partner Network and other related parties involved in the provision, processing and/or execution of the Service harmless from and against any claims, losses, damages, judgments, awards, costs, liabilities, expenses or fees (including without limitation reasonable attorneys' fees) arising out of or in connection with your breach (or your Beneficiary's) of these Remittance Terms and Conditions or your use of the BigPay App and/or Remittance Services, of any Applicable Laws, or violation of any rights of a third party (including that of any Beneficiary) including your use of any information or content obtained from or through your use of the BigPay App and the Remittance Services other than expressly permitted by these Remittance Terms and Conditions or of your negligence, fraud or wilful misconduct.

BigPay reserves the right, at its own cost, to assume control of any defence or any other matter otherwise subject to indemnification by you, in which event you shall cooperate fully with BigPay in asserting such available defences as elected by BigPay in its reasonable discretion.

Waivers

Our acceptance of any terms or payments or any waiver by us of our rights or any indulgence granted to you shall not operate to prevent us from enforcing any of our rights hereunder these Remittance Terms and Conditions nor shall such acceptance operate as consent to the modification of any of the terms of these Remittance Terms and Conditions in any respect nor shall such waiver of rights affect our other legal rights. The rights and remedies provided in these Remittance Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

Severability of Provisions

If any of the provisions of these Remittance Terms and Conditions becomes or is determined to be invalid, illegal or unenforceable in any respect under any law, rule or regulation, the remaining terms of this Agreement shall not be affected, and all other provisions of these Remittance Terms and Conditions will still be valid and enforceable and these Remittance Terms and Conditions shall be interpreted as if the invalid terms had not been included in these Remittance Terms and Conditions.

Modifications to Remittance Services and Terms and Conditions

BigPay reserves the right to revise, suspend, withdraw or terminate the Remittance Services (in whole or in part), any feature, function, or material and/or information we provide in respect of the Remittance Services, in our sole and absolute discretion and with or without notice except as otherwise required by law. BigPay will not be liable for any reason even if all or any part of the Remittance Services become unavailable at any time or for any period. From time to time, we may restrict access, in our sole and absolute discretion to the Remittance Services (or any part thereof) to all or certain users.

BigPay also reserves the right to vary, revise, change, amend, withdraw, substitute or remove any of the terms and conditions of this Agreement at any time by posting a revised version on the BigPay App or our Website or through any other communication channels that we maintain for the purposes of providing the Remittance Services. The most current version of these Remittance Terms and Conditions will supersede all previous versions and are effective at the time we post them. We encourage you to periodically review our agreements to stay informed of our updates and to take notice of any changes we make, as they are binding on you. We may provide you with notice regarding material upcoming changes to these Remittance Terms and Conditions by email, SMS or notification on the BigPay App. You agree that your continued use of the Remittance Services following the posting of any revision to these Remittance Terms and Conditions constitutes your unconditional acceptance to the Remittance Terms and Conditions as applicable to the Remittance Services from time to time in effect.

Entire Agreement

These Remittance Terms and Conditions, together with our Privacy Policy and your Transaction receipt for any Transaction constitutes the sole and entire agreement between you and BigPay with respect to the Remittance Services and the Transactions, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Remittance Services.

Assignment and Successors

We shall be entitled at any time without your consent assign the whole or any part of our rights or obligations under these Remittance Terms and Conditions with or without notice to you. You shall not assign any of your rights and obligations under these Remittance Terms and Conditions without our prior written consent. These Remittance Terms and Conditions shall be binding upon and inure to the benefit of your respective successors in title.

Governing Law and Jurisdiction

This Agreement is a contract made under the laws of Malaysia, and shall be governed by and construed in accordance with the laws of Malaysia. You consent and agree to submit to the exclusive jurisdiction of the Courts of Malaysia concerning all matters arising out of or in connection with your use of the Remittance Services under these Remittance Terms and Conditions.

Language

In the event of any inconsistencies between these Remittance Terms and Conditions and its translation in any other language, the English language version of these Remittance Terms and Conditions shall supersede and prevail over any other language.

Version 1.0 @ Aug 2019

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