

TERMS AND CONDITIONS

INTRODUCTION

These are the terms and conditions (“Terms and Conditions”) of the Platform Operator. The access to and use of this Site/Apps and/or the Services on this Site/Apps are subject to these Terms and Conditions.

By accessing and using this Site/Apps and/or the Services, you agree to comply with and be bound by these Terms and Conditions. Where you access and use the Services, you will additionally be governed by the Pawnbroker’s terms and conditions (“Easy PG’s Terms and Conditions”). You may view the Easy PG's’ Terms and Conditions once you log in to your user account.

You are advised to read these Terms and Conditions and/or the Easy PG’s Terms and Conditions carefully as these affect your rights and liabilities under applicable laws and regulations in Malaysia. If you do not agree to these Terms and Conditions and/or the Easy PG's Terms and Conditions, you should not use this Site/Apps and/or the Services.

DEFINITIONS

The following terms and expressions shall have the following meanings:

1. “Easy PG” means Easy PG Sdn. Bhd. or its assignees or nominees;
2. “Services” means the services featured on the Site/Apps from time to time;
3. “Site” means the website on the internet with the URL address <http://www.easypg.com.my/> containing a collection of HTML documents for public access through the Internet or from other websites on the Internet which are linked to this URL address;
4. “Apps” named “EASYPG” means the mobile apps which provide services;
5. “Terms and Conditions” means the terms and conditions set out in the Site/Apps as amended, modified, or supplemented by Easy PG from time to time;
6. Words connoting the singular shall include the plural and vice versa and words connoting one gender shall include all genders. The clause headings herein are used for convenience only and shall not affect the interpretation of the provision of these Terms and Conditions;
7. References to natural persons shall include bodies corporate and vice versa;
8. The word “person” includes any company or association or body of persons, corporate or incorporated.
9. “Intellectual Property Rights” include any patent, copyright, registered design, trademark, right in design, service mark, right under license or other industrial or intellectual property right, whether or not any of them are registered and including applications for registration of any of the foregoing and all forms of protection of a similar nature or having similar effect which may subsist in Malaysia and/or anywhere in the world.
10. “Services” means the online payment transaction services and/or functions that are made available on this Site/Apps by the Platform Operator.

REVISIONS

1. Easy PG reserves the right to revise the Terms and Conditions at any time in such a manner as Easy PG shall, at its sole discretion, determine.
2. All typographical and clerical errors in any quotation in the Terms and Conditions or on the Site/Apps shall be subject to correction by Easy PG.

REPRESENTATION AND WARRANTY

1. These Terms and Conditions govern the access to and use of the Services to make payment to Easy PG, and are not intended to affect, modify or diminish any of the Easy PG's terms and conditions.
2. We reserve our right to change, modify, add or remove these Terms and Conditions or any part thereof, at any time. Changes will be effective when posted on this Site/Apps. You can determine when we last changed these Terms and Conditions by referring to the 'Last Updated' statement above. We shall not be responsible for any damage suffered or sustained by you in connection with your failure to understand the amended Terms and Conditions. Your continued access to and use of the Site/Apps and/or the Services following the posting of the amended Terms and Conditions constitute your acceptance to abide and be bound by the amended Terms and Conditions.
3. You shall comply with these Terms and Conditions and shall be solely responsible for all losses and damages arising out of or in connection with your breach or failure to comply with these Terms and Conditions.

USER ACCOUNT

1. You are required to register a user account via this Site/Apps prior to using the Services, pursuant to which you may be required to provide certain information to us, including but not limited to your name, address, contact details, credit and debit card details and any other information as we deem necessary. You are responsible to update the said information from time to time to ensure its completeness and accuracy.
2. When you register for a user account, you will be required to create a username and password. You are solely responsible for keeping your login details secure and preventing any unauthorized person from using your account. If your account has been compromised, you must inform us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the user account, we may require you to change your username or password, or we may suspend your user account without prior notice. We will not be liable for any misuse or unauthorized use of your account due to your failure in keeping your login details secure and preventing unauthorized use of your account.
3. You recognize that any access to and/or use of your user account, and any information, data or communications referable or traceable to your username and password shall be deemed to be (i) access to and/or use of your user account by you; or (ii) information, data or communications posted, transmitted and validly issued by you. You agree to be bound by such access to and/or use of your user account and you agree that we are entitled to act upon and hold you responsible and liable for such

action, as if carried out or transmitted by you. You also agree to indemnify us against any and all losses, attributable to any access to and/or use of your user account referable or traceable to your username and password.

4. You may be required to provide us with additional information or documentation from time to time for the purpose of confirming or verifying your identity, age, your debit card or credit card details or for such other purpose as we deem necessary.

PAYMENT

1. Before you proceed to make payment on this Site/Apps, you will be presented with a webpage pursuant to which you will be informed of the exact amount of Interest due and payable to the Easy PG.
2. Thereafter, you may use the Services provided on this Site/Apps for purposes of making payment to the Easy PG. This Site/Apps is the only Site/Apps that collects payment on behalf of the Easy PG to facilitate your payment to the Easy PG. Further, we also do not authorize any other person to collect payment on our behalf.
3. Payment via the Services may be made using only FPX, credit card, debit card or E-wallet.
4. Before completing a transaction, you will be presented with a confirmation screen pursuant to which you are required to verify the transaction details. It is your responsibility to confirm and verify that the details stated therein are accurate.
5. If your transaction is successful, you will receive the receipt of your payment via email from the Easy PG. You may also download the receipt under your account dashboard, on the Site/Apps.
6. The information supplied by you in connection with your use of the Services is processed through a secure Site/Apps. However, you acknowledge and agree that internet transmissions cannot be guaranteed to be entirely secure or private and any information provided by you may be able to be read and/or intercepted by a third party. We shall not be liable for any interception and/or other unauthorized access to the information supplied by you in connection with your use of the Services.

EXCLUSION OF LIABILITY

Easy PG shall not in any circumstances or for any reason whatsoever be liable (to the extent permissible by the applicable laws) for any losses, damages, costs, expenses, including without limitation, direct, indirect, special or consequential damages or economic loss arising from such failure to perform its obligation hereunder by reason of an electronic, electrical, mechanical, computer, computer-related or other failure, or any error, omission, interruption or delay in its operations or service, or from or in connection with the Site/Apps or the use thereof.

INDEMNITY

You agree to indemnify and hold Easy PG harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect, or consequential) and damages (whether in tort, contract or otherwise) whatsoever (including, without limitation, claims made by third parties and claims

for defamation, infringement of intellectual property rights, breaches of contract, death, bodily injury, wrongful use of computers, unauthorized or illegal access to any computers (including, but not limited to, hacking, property damage or pecuniary losses) which Easy PG may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the Terms and Conditions, your use of the Site/Apps or any act be done by you and your omission thereof.

VARIATION AND WAIVER

1. Easy PG reserves the right to vary, amend or supplement the Terms and Conditions at any time without notice by updating this posting
2. Without limited the generality of the foregoing, the Terms and Conditions may be varied, supplemented or amended only if Easy PG so agrees in writing. Any provisions of the Terms and Conditions may be waived only if Easy PG so agrees in writing, provided that such waiver may be given subject to conditions thought fit by Easy PG and shall be effective only in the instance and for the purpose for which is given.
3. No failure on the part of Easy PG to exercise, and no delay on its part in exercising, any rights or remedy under the Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude other or further exercise of any right or remedy. The rights and remedies provided in the Terms and Conditions are cumulative and not exclusive of any other rights or remedies provided by law.

ASSIGNMENT

The rights and obligations under the Terms and Conditions shall not be capable of assignments by you and shall be binding on and inure for your benefit or your successors and permitted assigns.

SEVERABILITY

If at any time any one or more of the provisions hereof or part thereof is or shall become invalid, illegal or unenforceable in any respect under any law to which it is subject, it shall be rendered void, illegal, or unenforceable to that extent and no further and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

GOVERNING LAW AND JURISDICTION

The Terms and Conditions are governed by, and construed in accordance with, the Laws of Malaysia and Easy PG and you hereby submit to the non-exclusive jurisdiction of the Malaysia Courts.