

## **TERMS AND CONDITIONS FOR USERS OF PULSE WALLET (“TERMS OF USE”)**

*Last updated: 2 November 2020*

**Important** - Please read the following terms and conditions for all users of the Pulse-branded digital wallet or virtual mobile wallet (“**Pulse Wallet**”) carefully. By using Pulse Wallet operated by Fass Payment Solutions Sdn. Bhd. (Registration No.: 201201032773; 1017261-P) (“**Fasspay**”/ “**we**”/ “**us**”) in the Pulse mobile application (“**Pulse App**”) which is owned by Pulse Ecosystems Pte. Ltd. (Singapore Company Registration No.: 202017773E ) (“**PEL**”), you agree that you have read, understood, accepted and agreed to this Terms of Use, including all the representations regarding you as stated in this Terms of Use and the Privacy Policy and Personal Data Protection Policy for Users of Pulse Wallet (“**Wallet Privacy Policy**”). If you do not agree with or fall within this Terms of Use and/or the Wallet Privacy Policy, please stop using Pulse Wallet and/or do not use Pulse Wallet.

This Terms of Use constitute a legally binding contract between you, the user of Pulse Wallet (“**User**”) and Fasspay. This Terms of Use and the Privacy Policy can be viewed, accessed or retrieved using the following web address, [http://public-assets.fasspay.com/ew/partner/pulse/termservice\\_en.html](http://public-assets.fasspay.com/ew/partner/pulse/termservice_en.html) and/or through Pulse Wallet. Your continued use of Pulse Wallet shall be deemed to be your express acceptance of this Terms of Use and the Privacy Policy. Please review this Terms of Use and the Wallet Privacy Policy from time to time. You are aware and agree that Fasspay may, at its sole discretion, update or revise this Terms of Use and the Wallet Privacy Policy at any time.

### **1. USE OF PULSE WALLET**

- 1.1 Pulse Wallet allows you to make digital payments at product and service providers, merchants and agents’ point-of-sale terminals or readers lawfully accepting payments through the use of Pulse Wallet, provided always that no payments in violation of this Terms of Use shall be permitted.
- 1.2 You may use Pulse Wallet in Malaysia to make payments only where Pulse Wallet is lawfully accepted.

### **2. PULSE WALLET ACCOUNT ELIGIBILITY**

- 2.1 To use Pulse Wallet, you must register for a Pulse Wallet account in the Pulse App. You shall provide the necessary identification documentation through Pulse Wallet in order for us to assess your eligibility for a Pulse Wallet account. You must be 12 years old or above to qualify for a Pulse Wallet account. In the event you are under the age of 18 years old or have not attained the age of majority, you hereby expressly agree and accept that you have obtained the permission, consent and/or approval from your parents and/or lawful guardian to register for a Pulse Wallet account and/or to use Pulse Wallet.
- 2.2 You must provide current, complete and accurate information and maintain such information as current and accurate throughout your use of Pulse Wallet. Fasspay may require you to provide additional information as a condition for your continued use of Pulse Wallet, or to investigate and determine your eligibility to use Pulse Wallet. You agree to provide such information as required or requested by Fasspay, including information necessary to validate your identity or confirm the authenticity of any bank account which you register your Pulse Wallet account with. Such bank account has to be a valid account with the licensed financial institutions in Malaysia (“**Bank Account**”)(“**Bank**”). For the purpose of remittance of fund from Pulse Wallet account into the Bank Account, such Bank Account must be associated with a Malaysian billing address.

### **3. RELATIONSHIP AND RESPONSIBILITIES**

- 3.1 Fasspay is a digital wallet service provider. Fasspay’s services include the hosting, creation, maintenance and provision of mobile wallet services such as Pulse Wallet. As a digital wallet service provider, Fasspay will:
  - (a) maintain a separate account with a trust account service provider to hold your funds apart from our corporate funds; and

(b) perform the transfer of funds to a third party account from your Pulse Wallet account upon your instruction through your Pulse Wallet account.

3.2 Fasspay is a payment facilitator, and is not a licensed financial institution. Fasspay does not provide any banking services including, without limitation, credit or loan facilities, savings accounts. Your funds which are deposited with Fasspay through your Pulse Wallet account shall not accumulate interest nor any sort of earnings unless specifically notified or disclosed to you.

3.3 You are aware and acknowledge that the usage of Pulse Wallet may utilise network or consume data, provided to you, by your wireless or mobile service providers and/or carriers, and the usage of such network and data may incur fees or charges from your wireless or mobile service providers and/or carriers. As an example, the usage of Pulse Wallet, including without limitation, the downloading of the required application or software, the sending or receiving of text messages, or any other use of your mobile device when using the products and/or services provided in Pulse Wallet, may incur fees or charges by your mobile service carrier or provider. You agree that you are responsible for any and all fees or charges payable to, and/or restrictions imposed by your wireless, mobile and other incidental service providers.

3.4 You are aware and agree that Fasspay and/or PEL may contact you through your mobile device, through email or automatic phone calls or text messages, for any purpose regarding your Pulse Wallet account.

#### **4. USE OF PULSE WALLET ACCOUNT AND MAINTENANCE**

4.1 You may choose to add any validly issued credit cards or payment cards or such other methods to transfer funds into your Pulse Wallet account as are made available in Pulse Wallet including the debit of your Pulse Wallet account using funds in your Bank Account (“**Funding Source**”). You may make a transfer of funds into your Pulse Wallet account or arrange the automatic transfer of funds into your Pulse Wallet account, with any amount at any time, up to a maximum total amount of **RM5,000** in your Pulse Wallet account.

4.2 You are responsible for ensuring that there are sufficient funds in your Pulse Wallet account before using Pulse Wallet and you agree to comply with the following Pulse Wallet transaction limits:

- The maximum amount of funds allowed in Pulse Wallet is Ringgit Malaysia Five Thousand (RM5,000);
- The maximum daily transaction limit for Pulse Wallet is Ringgit Malaysia Five Thousand (RM5,000); and
- The maximum monthly transaction limit for Pulse Wallet is Ringgit Malaysia Five Thousand (RM5,000).

4.3 You agree that Fasspay may verify and authorise the Funding Source details when you first register your Funding Source when you register for a Pulse Wallet account. If you use credit cards as the Funding Source, you agree that Fasspay may issue a reasonable authorisation hold (which is not an actual charge against your credit card) in order to verify payment through your credit card. The authorisation hold may appear in your credit card statement as “pending”. The authorisation hold is issued as a preventive measure against any unauthorised or fraudulent usage of your credit card. In the event your payment through Pulse Wallet using a credit card as your Funding Source is processed overseas, you shall be liable for any additional charges in relation thereto.

4.4 You may make payments for an amount up to RM5,000 per transaction through your Pulse Wallet account. When you make or receive a payment, you are liable to Fasspay for the full amount of the payment made plus any fees if the payment is later invalidated for any reason, including but not limited to claims or chargebacks, or if there is a reversal of the payment. You agree to allow Fasspay to determine, or in the case where a credit card is used as the Funding Source, to liaise with your credit card issuer directly to determine the appropriate party to incur the liability of such claims, chargebacks or reversals and where applicable to recover any amounts due to Fasspay in relation any payments made by you.

- 4.5 You are responsible to resolve any disputes with your credit card issuer. You shall be responsible for all losses, reversals, fees, claims, penalties or chargebacks incurred by you, Fasspay, another User, or a third party caused by or arising out of your breach of this Terms of Use, damage to or loss of your mobile device, the use of your Pulse Wallet account by a third party and/or your improper or unlawful use of Pulse Wallet, and where such are borne by Fasspay, another User or a third party you agree to provide indemnity for the same, and reimburse any and all such liability.
- 4.6 You may request a withdrawal of the funds available in your Pulse Wallet account through Pulse Wallet or by writing to PEL in accordance with clause 4.7 in the event the withdraw function is not available in the Pulse Wallet , **and if you so requests, you shall pay Fasspay a fee of RM2** for each withdrawal request. The withdrawal fee will be deducted from your Pulse Wallet account.
- 4.7 For all inquiries, service requests (e.g. refunds, top ups, cancellation, loss of device, fraudulent activities, theft of funds etc.) and complaints in connection with the Pulse Wallet, **please email to ewallet@wedopulse.com** during 9 am - 6 pm, Monday to Friday (“**Normal Service Hours**”). For hours outside of Normal Service Hours, you may report any loss of device, theft of funds or suspected fraudulent activities by emailing wallet.support@fasspay.com.
- 4.8 If you suspect that your mobile device is lost or stolen, or that an unauthorized Pulse Wallet transaction has been made, you are aware and agree that your Pulse Wallet account shall continue to be operative until you notify PEL as per clause 4.7 that your Pulse Wallet account has been compromised. You must notify PEL as per clause 4.7 of any loss or theft or if your Pulse Wallet account is compromised, as soon as possible. Fasspay has the absolute right to suspend your Pulse Wallet and/or the processing of any transaction where they reasonably believe that the transaction may be fraudulent or illegal or involves any criminal activity or where Fasspay reasonably believes that you are in breach of this Terms of Use. You agree that you will cooperate with Fasspay in relation to any investigation or financial crime screening that are required and provide all assistance to Fasspay to comply with any applicable and prevailing laws or regulations. You agree to immediately notify PEL as per clause 4.7 of any fraudulent activity or theft of funds in Pulse Wallet of which you become aware of and Fasspay and/or PEL shall immediately process the suspension your Pulse Wallet account upon receipt of your notification.
- 4.9 Any Pulse Wallet account suspension shall be effective within twenty-four (24) hours from the time of the notification to PEL as per clause 4.7. You remain liable to Fasspay for all your Pulse Wallet account transactions (including all costs associated with its unauthorized use) prior to the suspension of your Pulse Wallet account. Fasspay shall not be responsible to refund any monies arising from use by any persons until the expiry of twenty-four (24) hours from the time of notification.
- 4.10 Fasspay shall refund the balance in your Pulse Wallet account (less any applicable fees payable to Fasspay) within thirty (30) days upon receipt by Fasspay of a request or notification to refund through Pulse Wallet or through PEL as per clause 4.7. Please notify or report to PEL as per clause 4.7 immediately if your Pulse Wallet account is compromised. If not, and in the event an auto top-up instruction is linked to your Pulse Wallet account, you will be liable for any such top-up made as and when such a top-up is successful. Any top-up or credit resulting from an auto top-up linked to your Pulse Wallet account will only be refunded or replaced if you have promptly reported or notified PEL as per clause 4.7 that your Pulse Wallet account has been compromised.

## 5. TERMINATION

- 5.1 You may terminate your Pulse Wallet account at any time by submitting your request to terminate your Pulse Wallet account in accordance with clause 4.7. Once the termination of your Pulse Wallet account is processed by Fasspay, the following will occur:
- (a) All pending transactions will be cancelled. Please note that if you were in the process or purchasing goods/services, that transaction will also be cancelled.
  - (b) Any offline tokens assigned to your Pulse Wallet account will be disabled.
  - (c) Any credit cards or payment cards which you have linked to your Pulse Wallet account will be disabled.

- (d) Any remaining funds in your Pulse Wallet account will be remitted to your Bank Account or credit card linked to your Pulse Wallet account. If you would prefer such funds be remitted to a different bank account, please write to PEL as per clause 4.7 with your instructions and provide the details of such bank account. The funds will be remitted to you once deductions for administrative fees payable to Fasspay for the termination of your Pulse Wallet account (if any) have been made, but in any case within thirty (30) days from the Fasspay's receipt of your request to terminate your Pulse Wallet account.
- 5.2 Fasspay reserves the right to hold the funds in your Pulse Wallet account for a reasonable period of time to conduct any investigation if Fasspay suspects that your Pulse Wallet account has been subjected to fraud or is the subject of a dispute with (a) any merchant accepting Pulse Wallet as a mode of payment or (b) another Pulse Wallet account.
- 5.3 Your Pulse Wallet account will be suspended if there are no transactions have been affected by you through Pulse Wallet for a period of twelve (12) months. You will be required to contact PEL as per clause 4.7 to reactivate your Pulse Wallet account and the applicable dormant fee will be deducted from your Pulse Wallet account. A dormant fee of RM5 shall be deducted from your Pulse Wallet account annually, commencing from the suspension of your Pulse Wallet account due to inactivity, for up to a period of seven (7) years or until the balance in your Pulse Wallet account is depleted, whichever is earlier.
- 5.4 In the event of any of the above, Fasspay reserves the right to deal with any such trustee, executive or representative of the Malaysian Courts as Fasspay, in its sole discretion, considers appropriate regarding the administration of any remaining funds in your Pulse Wallet account.
- 5.5 The Users are invited to contact PEL as per clause 4.7 in the event they wish to lodge a complaint regarding Pulse Wallet.
- 5.6 Fasspay wishes to highlight that the Users may use the Bank Negara Malaysia (“**BNM**”) BNMLINK and TELELINK services regarding issues surrounding the conduct and activities of BNM regulated entities, including the issuers of Designated Payment Instruments such as Fasspay. Fasspay and PEL are committed to giving its full cooperation to BNM and encourages the Users to make full use of the BNM BNMLINK and TELELINK services. The details of BNM BNMLINK and BNM TELELINK services are set out below:
- BNMLINK**  
(Walk-in Customer Service Centre)
- Aras Bawah, Blok D,  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: +603-2698-8044 sambungan 8950 / 8958 (talian awam BNMLINK)
- BNMTELELINK**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
Kotak P.O. 10922  
50929 Kuala Lumpur
- Tel: 1-300-88-5465 (1-300-88-LINK)  
(Luar Negara: +603-2174-1717)  
Faks: +603-2174-1515  
E-mel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- 5.7 You agree to lodge any complaints or disputes regarding any incorrect Pulse Wallet account transaction within one (1) month of (a) such transaction or (b) you becoming aware of the fraudulent usage of your Pulse Wallet, whichever is earlier.

## **6. PULSE WALLET ACCOUNT OWNERSHIP AND SECURITY**

- 6.1 You are solely responsible for maintaining the security and confidentiality of your Pulse Wallet account login ID, Pulse Wallet account and Pulse Wallet password and any other identification information or material, provided to you to access and use Pulse Wallet.
- 6.2 You agree to provide with proof of your identity as may be reasonably required or requested by Fasspay. You acknowledge and agree that your Pulse Wallet account can be registered on one (1) mobile phone or other electronic device operating Pulse Wallet.
- 6.3 You agree to provide accurate, current and complete information as required for Pulse Wallet and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times in accordance with this Terms of Use. You agree that if your information is untrue, inaccurate, not current or incomplete in any respect, Fasspay has the right but not the obligation to terminate this Terms of Use and your use of Pulse Wallet at any time with or without notice to you.
- 6.4 You will only use an access point or device with minimum operating system requirements for iOS and/or Android that are listed in the Apple App Store and/or Google Play Store which you are authorised to use to download and access Pulse Wallet. You are responsible for restricting access to your mobile device or personal computer to prevent unauthorised access to your Pulse Wallet account. You agree to accept responsibility for all the transactions in your Pulse Wallet account, whether or not authorized by you.
- 6.5 You shall take all necessary steps to ensure and you agree:-
- (a) not to leave your mobile device unattended while logged-in to Pulse Wallet and to log off immediately at the end of each session;
  - (b) to keep your Pulse Wallet account password confidential and secured; and
  - (c) to immediately inform PEL as per clause 4.7 if you have any reason to believe that your Pulse Wallet account password has been compromised.
- 6.6 You hereby represent and undertake, to and with Fasspay that you are the legal owner of your Bank Account, your Funding Source and other financial information which may be retrieved through your Pulse Wallet account. You represent and undertake, to and with Fasspay that any and all information provided by you to Fasspay through Pulse Wallet or in connection with Pulse Wallet are accurate, current and complete, and that you have the right to provide the information to us for the purpose of using Pulse Wallet.
- 6.7 Fasspay is required to comply with the provisions of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“**AMLA**”) as an operator of Designated Payment Instrument under BNM. The Users of Pulse Wallet shall be required to provide Fasspay with such information or data to allow Fasspay to establish and verify their identity, during the registration their Pulse Wallet account and on an ongoing basis, in order to facilitate Fasspay’s compliance with the provisions of the AMLA. Fasspay reserves the right to suspend, revoke, refuse and/or block, the use of the Pulse Wallet account (or any part therein) the transaction therein at any time, without liability, without notice.
- 6.8 You hereby acknowledge and agree that Fasspay and its affiliates may use such information and data provided for the purposes of establishing your identity and implementing an ongoing monitoring programme to ensure your adherence and/or Fasspay’s adherence to the provisions of AMLA, and complying with any anti-money laundering or counter terrorism financing laws applicable to Fasspay or its affiliates, together with the sharing such data internally with its affiliates and third-party outsourced by Fasspay in relation to transfers and reporting of such data and your Pulse Wallet account transactions to BNM, and such other regulatory authorities or law enforcement agencies as Fasspay deemed appropriate by Fasspay.

## **7. AMENDMENTS TO THE TERMS OF USE**

- 7.1 Fasspay may, in Fasspay's sole discretion, amend, revise, vary, modify or update this Terms of Use. Your continued use of Pulse Wallet shall be deemed to be your express acceptance of this Terms of Use and the Privacy Policy, as updated or revised by Fasspay. Please review this Terms of Use and the Privacy Policy from time to time. You are aware and agree that Fasspay may, at its sole discretion, update or revise this Terms of Use.
- 7.2 Fasspay shall give the User at least twenty-one (21) days prior notice through email or through Pulse Wallet before any variation of this Terms of Use.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1 By using Pulse Wallet, you further represent and warrant that you have the right, authority and capacity to use Pulse Wallet and to adhere to this Terms of Use. You further confirm that all the information that you provide to Fasspay are true and accurate.
- 8.2 Your use of Pulse Wallet is for your sole personal usage. You undertake not to authorise any third party or persons to use your identity or your Pulse Wallet account, and you shall not assign or transfer your Pulse Wallet account to any third party. When using Pulse Wallet, you agree to comply with all applicable laws in Malaysia or otherwise in the country, state or city in which you are present whilst using Pulse Wallet.
- 8.3 You may only access Pulse Wallet through authorised means. It is your responsibility to check and ensure that you have downloaded and are using the correct software for your device. Fasspay shall not be liable if you do not have a compatible device or if you have downloaded the wrong version of the software to your device. Fasspay reserve the right not to permit you to use Pulse Wallet should you use Pulse Wallet with an incompatible or unauthorised device or for purposes other than which Pulse Wallet is intended to be used.
- 8.4 By using Pulse Wallet, you agree that:
- (a) You will only use Pulse Wallet for lawful purposes;
  - (b) You will only use Pulse Wallet for the purpose for which it is intended by Fasspay to be used;
  - (c) You will not use Pulse Wallet for sending or storing any unlawful material or for fraudulent purposes;
  - (d) You will not use Pulse Wallet for purposes other than obtaining Pulse Wallet;
  - (e) You will not impair the proper operation of the network;
  - (f) You will not try to harm Pulse Wallet in any way whatsoever;
  - (g) You will only use Pulse Wallet for your own use and will not resell it to any third party;
  - (h) You shall not employ any means to defraud Fasspay and/ or PEL or to enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by Fasspay and/or PEL to encourage new subscription or usage of Pulse Wallet by new or the existing Users;
  - (i) Pulse Wallet is provided on a reasonable effort basis; and
  - (j) You shall abide by the terms of the Privacy Policy in relation to your use of Pulse Wallet.

## **9. TAXES**

- 9.1 You agree that this Terms of Use shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and to any future applicable taxes that may be introduced at any point of time.
- 9.2 You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend Fasspay to claim or verify any input tax credit, set-off, rebate or refund in respect of any taxes paid or payable in connection with Pulse Wallet provided to you under this Terms of Use.

9.3 You agree that details of your Pulse Wallet account and all transactions thereunder may be provided on the request of any tax authorities in Malaysia or overseas where the purpose of such request is the lawful payment of tax obligations and/or the identification of assets for taxation.

## **10. INTELLECTUAL PROPERTY OWNERSHIP**

10.1 Fasspay and its affiliates, where applicable, shall own all right, title and interest, including all related intellectual property rights and proprietary rights (whether such rights are registered, registrable or otherwise, in any country or jurisdiction), in and to the relevant software and/or platform for operating Pulse Wallet.

10.2 This Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to Pulse Wallet, or any intellectual property rights owned by Fasspay.

10.3 Fasspay's name and logo are trademarks of Fasspay and/or its affiliates, and no right or license is granted to use them.

## **11. INTERACTIONS WITH THIRD PARTY**

11.1 You may communicate with, purchase goods and/or services from, or participate in promotions of third party providers of goods or services, advertisers or sponsors advertising their goods and/or services through Pulse Wallet.

11.2 Any such activity, and any terms, conditions, warranties or representations associated with such activity, is/are solely between you and the relevant third-party.

11.3 Fasspay and their affiliates shall have no liability, obligation or responsibility for any such communication, purchase, transaction or promotion between you and any such third-party.

11.4 Fasspay do not endorse any applications or sites on the Internet that are linked through Pulse Wallet, and in no event shall Fasspay or their group of companies or affiliates be responsible for any content, products, services or other materials on or available from such applications or sites.

11.5 Fasspay provide Pulse Wallet to you pursuant to this Terms of Use. You recognize and accept, however, that certain third-party merchants, goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Fasspay are not a party to and disclaim any and all responsibility and/or liability arising from such agreements between you and the third-party providers.

## **12. LIMITATION OF LIABILITY**

12.1 Fasspay makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accurate or completeness of Pulse Wallet.

12.2 Fasspay does not represent or warrant that:

- (a) the use of Pulse Wallet will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- (b) Pulse Wallet will meet your requirements or expectations;
- (c) any information or data stored in Pulse Wallet will be accurate or reliable;
- (d) the quality of any products, services, information, rewards or another material purchased or obtained by you through Pulse Wallet will meet your requirements or expectations;
- (e) errors or defects in Pulse Wallet will be corrected; or
- (f) Pulse Wallet is free of viruses or other harmful components

12.3 Pulse Wallet is provided to you strictly on an “as is” basis.

- 12.4 All conditions, representations and warranties, whether express, implied, statutory or otherwise, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights regarding Pulse Wallet and your Pulse Wallet Account, are here excluded and disclaimed to the highest and maximum extent allowed under all laws, including Malaysian law.
- 12.5 Pulse Wallet may be subject to limitations, delays and other problems inherent in the use of internet and electronic communications, including the device used by you or other Users of Pulse Wallet being faulty, not connected or out of range of mobile signals or functioning incorrectly. Fasspay shall not be responsible for any delays, delivery failures, damages or losses resulting from such problems.
- 12.6 To the fullest extent permitted by law, Fasspay shall be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with you use of Pulse Wallet.

### **13. DISCLAIMERS AND INDEMNIFICATION**

- 13.1 YOU ARE AWARE AND AGREE THAT YOUR USE OF PULSE WALLET IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF PULSE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK. FASSPAY, AND THEIR GROUP OF COMPANIES, EMPLOYEES AND AFFILIATES, ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR ELECTRONIC OR MOBILE DEVICE OR LOSS OF DATA WHICH MAY RESULT FROM THE DOWNLOADING OF ANY SUCH MATERIAL, WHETHER OR NOT DUE TO ANY COMPUTER VIRUS, BUG, MALFUNCTION, OR OTHERWISE. FASSPAY MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU MAY OBTAIN THROUGH THE USE OF PULSE WALLET.
- 13.2 By agreeing to this Terms of Use upon using Pulse Wallet, you agree that you shall indemnify, defend, and hold Fasspay, and their parent organisations, subsidiaries and affiliates (including their officers, directors, members, employees, representatives, solicitors and agents), harmless from and against any and all claims, costs, expenses, losses, or damages (including solicitors' fees) arising out of or in connection with:
- (a) your use of Pulse Wallet in your dealings with third party merchants, third party providers, partners, advertisers and/or sponsors;
  - (b) your wrongful or illegal use of Pulse Wallet including without limitation wilful misconduct or fraud;
  - (c) your violation of any third party rights, including without limitation any right of privacy, publicity rights, or intellectual property rights; or
  - (d) your violation or breach of this Terms of Use or any applicable law or regulation, whether or not referenced herein.
- 13.3 Fasspay reserves the absolute right to cancel any transaction through Pulse Wallet for any reason required by law.
- 13.4 Fasspay wishes to highlight to the Users that Fasspay shall not in any manner be liable to any User for any loss incurred by any User, including without limitation, any loss sustained by any User arising from the insolvency of Fasspay or resulting from any lost or stolen e-money instruments or any fraudulent transactions whether or not through the use of Pulse Wallet by the User.

### **14. MISCELLANEOUS**

- 14.1 Fasspay's failure to enforce any right or provision in this Terms of Use shall not constitute a waiver of such right or provision unless agreed to by Fasspay in writing and shall not affect Fasspay's right to enforce such right or provision.
- 14.2 If any provision of this Terms of Use is held to be void, invalid or unenforceable, such provision shall be severed and the remaining provisions of this Terms of Use shall remain valid and shall be enforced to the fullest extent under law.

- 14.3 This Terms of Use are governed by and construed in accordance with the laws of Malaysia without regard to the choice or conflict of law provisions of any jurisdiction.
- 14.4 No joint venture, partnership, employment or relationship between a principal and agent exists between you, Faspay or any third party merchant or provider as a result of this Terms of Use or use of Pulse Wallet.
- 14.5 This Terms of Use comprise the entire agreement between you and Faspay and supersede all prior or contemporaneous negotiations or discussions, whether written or oral (if applicable), between you and Faspay in relation to the subject matter of this Terms of Use.

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