



This Agreement contains the Terms and Conditions governing the use of CIDB Bayo Prepaid Card issued by Bayo Pay (M) Sdn Bhd (hereinafter referred to as “BPSB”). These Terms and Conditions shall be made known to the Customer at the time of application, registration for and/or at the time of delivery of the CIDB Bayo Prepaid Card. By acknowledging of the receipt and/or use of the CIDB Bayo Prepaid Card in such form and/or manner as determined by BPSB, the Customer is accepting these Terms and Conditions and agree to be bound by this Agreement. BPSB reserves the right to modify this Terms and Conditions at any time without prior notice to the Customer.

## 1 DEFINITIONS

- 1.1 “BPSB” means Bayo Pay (M) Sdn Bhd, a company incorporated in Malaysia having its registered office at Cube 1, 3-16-M, Jalan 14/155B, Aked Esplanad, Bukit Jalil, 57000 Kuala Lumpur.
- 1.2 “Customer” means the person to whom the CIDB Bayo Prepaid Card is issued and registered.
- 1.3 “CIDB Bayo Prepaid Card” and “Payment Instrument” means payment mode in the form of physical Prepaid Card, Mobile Wallet or online Virtual Prepaid Card issued by BPSB with BPSB services governed by these Terms and Conditions.
- 1.4 “Prepaid Card” means EMV compliant chip card where the card's monetary value is maintained on the BPSB system.
- 1.5 “Mobile Wallet” means payment option which is performed via a mobile device where the mobile wallet’s monetary value is maintained on the BPSB system.
- 1.6 “Virtual Prepaid Card” means online payment option which is accepted online via BPSB Web Portal and/or BPSB Mobile App and its monetary value is maintained on the BPSB system.
- 1.7 “Account” means BPSB prepaid account assigned to a Customer which is linked to the Payment Instruments held by a Customer where funds are stored and payments for purchases of goods and services effected by the use of CIDB Bayo Prepaid Card by the Customer and all fees and/or charges are debited.
- 1.8 “Partner” or “BPSB’s Partner” means a partner that collaborates with BPSB to sign up BPSB’s Customers and distribute CIDB Bayo Prepaid Cards.
- 1.9 “Business Day” means any day on which BPSB is open for business.

- 1.10 “Authorized Merchant” means any retail or other person, firm or corporation which pursuant to a merchant agreement, agrees to accept or cause its outlets to accept CIDB Bayo Prepaid Card when properly presented.
- 1.11 “Product” means any good or merchandise provided by the Authorized Merchant.
- 1.12 “Service” means any services provided by BPSB to facilitate payment by the Customer, using any BPSB payment instrument as mode of payment.
- 1.13 “Transaction” means all transactions effected through the use of the CIDB Bayo Prepaid Card.
- 1.14 “Reload” means the transaction of adding monetary value to the Account.
- 1.15 “PIN” means the Personal Identification Number provided by BPSB to the Customer for the use in conjunction with the CIDB Bayo Prepaid Card.
- 1.16 “Stored Value” means amount in the Account that is available for Transactions using the CIDB Bayo Prepaid Card.
- 1.17 “Store Value Currency” means currency in Ringgit Malaysia (RM).

## **2 REGISTRATION, ELIGIBILITY AND ISSUANCE**

- 2.1 Application may be done online (via BPSB’s Web Portal or BPSB Mobile App) or through BPSB business partner.
- 2.2 A Customer who submits the application online and requests for a Prepaid Card will be required to wait for BPSB to courier the CIDB Bayo Prepaid Card to the Customer’s registered address.
- 2.3 To register for the CIDB Bayo Prepaid Card, the Customer must be at least eighteen (18) years of age. Anyone below eighteen (18) years old may still register subject to their parent’s or legal guardian’s written consent to the application for the CIDB Bayo Prepaid Card.
- 2.4 For the purpose of conducting BPSB's business (including relevant online services), BPSB may collect from the Customer and hold some or all of the personal data such as, but not limited to, the following to enable BPSB to provide service to the Customer:
  - (a) Name as per identification document;
  - (b) Gender;
  - (c) Contact details, including address, telephone number and email address;

- (d) Information for the verification of identity, including identification document type and identification number;
  - (e) Age and date of birth.
  - (f) Occupation
- 2.5 The Customer is required to provide true, correct and complete personal details. BPSB shall not be liable for any implication that may arise as a result of any mistake or erroneous information in the Customer's application details.
- 2.6 In the event BPSB finds that the Customer has created a forged application or used forged data in the Customer's application for the CIDB Bayo Prepaid Card, BPSB shall at any time be entitled to immediately block, cancel or terminate the Customer's application or the Customer's CIDB Bayo Prepaid Card (as the case may be) without any prior notice to Customer and BPSB shall be entitled to retain any balances of funds in the Customer's Account and BPSB shall not be held liable for any loss or damage suffered by the Customer for the same. BPSB shall further be entitled to take any action against the Customer as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.
- 2.7 BPSB reserves the right to refuse and reject any application for the CIDB Bayo Prepaid Card and/or decline to issue a CIDB Bayo Prepaid Card at BPSB's sole and absolute discretion without assigning any reasons whatsoever, and BPSB's decision shall be final and conclusive.
- 2.8 One Customer is allowed to have multiple Accounts which may consist of BPSB Prepaid Card, BPSB Mobile Wallet and BPSB Virtual Prepaid Account. Ownership of these Accounts are not transferrable.

### 3 USE OF THE CARD

- 3.1 The CIDB Bayo Prepaid Card shall at all times remain the property of BPSB and the Customer shall not transfer the CIDB Bayo Prepaid Card to any other person without the approval of BPSB in writing. BPSB may also impose such terms and conditions as BPSB deems fit at its absolute discretion.
- 3.2 The Customer shall:
- (a) take reasonable care of the CIDB Bayo Prepaid Card and mobile device to prevent loss, theft, damage and/or tampering;
  - (b) immediately notify BPSB in the event of loss, theft, unauthorized use and/or tampering. The Customer shall remain liable for all loss and damage incurred by BPSB in these events;

- (c) not use CIDB Bayo Prepaid Cards for illegal and/or unlawful activities or allow another to use the Account for illegal and/or unlawful activities;
  - (d) not tamper with, reverse-engineer or copy, or allow another to do the same, to the CIDB Bayo Prepaid Card;
  - (e) maintain adequate security and control of any and all IDs, passwords, PINs, or any other codes that is used to access the BPSB Services;
  - (f) comply to with all requirements, directions, instructions and guidelines for the use of the CIDB Bayo Prepaid Card as communicated to the Customer from time to time;
  - (g) use the CIDB Bayo Prepaid Card at Authorized Merchants based on the remaining Stored Value of the Account;
  - (h) be liable for all charges whatsoever arising from all transactions, whether authorized or unauthorized, effected with the CIDB Bayo Prepaid Card;
  - (i) notify BPSB promptly in writing of any changes in the Customer's personal information.
- 3.3 BPSB is under no obligation to replace or compensate the Customer for lost, stolen, damaged, faulty, tampered and/or unauthorized Reload.
- 3.4 BPSB shall not be liable for any act, refusal and/or omission by any Authorized Merchants to accept the CIDB Bayo Prepaid Card nor shall BPSB be liable for any defect or deficiency in any of the Services provided by any Authorized Merchant.
- 3.5 BPSB may at its sole discretion cancel, suspend, revoke or restrict the Services of CIDB Bayo Prepaid Card without prior notice and/or compensation to the Customer upon the occurrence of any one of the following events:
- (a) use of the CIDB Bayo Prepaid Card for any fraudulent, illegal and/or unlawful purpose including but not limited to breach of legislation, regulation and/or guidelines under the Financial Service Act 2013 (FSA) and/or Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLA);
  - (b) any technical failure in the Service network;
  - (c) breach of any Terms and Conditions contained herein by the Customer;
  - (d) use of invalid CIDB Bayo Prepaid Card;
  - (e) any act or omission of the Customer which may in the opinion of BPSB cause damage or interruption to the Service.

Upon cancellation, suspension, revocation or restriction of the CIDB Bayo Prepaid Card due to any of the above events, BPSB shall retain any and all monies for an indefinite period of time in accordance with applicable legislation, regulation and/or guidelines. The Customer

shall not be entitled to obtain any refund on the Stored Value of the Account and claim compensation for any loss arising.

- 3.6 BPSB shall at its sole discretion cancel, cease or suspend the Services or CIDB Bayo Prepaid Card with reasonable notice prior or pursuant to any activities in respect of the upgrading, modification and/or maintenance of the Service or CIDB Bayo Prepaid Card.
- 3.7 The Customer acknowledges that the Authorized Merchants shall at all times be liable and responsible for all goods and services sold/provided to the Customer. By receiving the Authorized Merchants' goods and services, the Customer agrees to abide by the terms and conditions applicable to the goods and/or services offered by the Authorized Merchant to the Customer.
- 3.8 The Customer must ensure that there are sufficient funds in the Account to pay for each Transaction including the applicable fees and charges imposed for the Transaction (if any). If the Stored Value balance is insufficient, the Transaction will be declined.
- 3.9 Preauthorization hold is a process where BPSB's system automatically withhold a preauthorization amount from the Stored Value. It may apply to petrol kiosks, hotel, cruise and car rental. This preauthorized amount shall be automatically released within fourteen (14) days, or once BPSB receives claim on actual amount from the acquiring bank.
- 3.10 The maximum Stored Value in an Account is Ringgit Malaysia Two Hundred (RM200.00) only or any amount may be determined by BPSB.

#### **4 FEES AND CHARGES**

The Customer agrees to pay and authorizes BPSB to debit his/her Account for the following fees and charges:

- a) Any fees and charges applicable for the CIDB Bayo Prepaid Cards and Services:
  - i. full details of all applicable fees and charges relating to the CIDB Bayo Prepaid Cards and Services are posted to BPSB's website;
  - ii. the fees or charges may be subjected to changes from time to time at the sole discretion of BPSB with such changes posted to BPSB's website;
- b) legal fees and other expenses incurred by BPSB in the enforcement of BPSB's right and entitlement under these Terms and Conditions and the recovery of monies owed by the Customer to BPSB under his/her Accounts;
- c) any other reasonable fees and charges imposed by BPSB for service rendered to the Customer.

**5 OVERSEAS TRANSACTIONS AND FOREIGN CHARGES**

- 5.1 The Customer may use the CIDB Bayo Prepaid Card at Authorized Merchants outside Malaysia.
- 5.2 Any Transaction transacted otherwise than in the Stored Value Currency shall be converted into the Stored Value Currency at such exchanged rate as may be determined by BPSB at its sole discretion. A conversion fee which shall be determined by BPSB from time to time will be added to the converted amount.
- 5.3 The Customer shall authorize BPSB to take such step to comply with the relevant Exchange Control Regulation issued by Bank Negara Malaysia in respect of any overseas Transactions.

**6 CARD ACTIVATION**

- 6.1 The Customer must first activate CIDB Bayo Prepaid Card before its usage or reload money onto the CIDB Bayo Prepaid Card. Activation can be done via BPSB Portal or Mobile App.
- 6.2 To activate CIDB Bayo Prepaid Card, the Customer must register as user of BPSB Web Portal or BPSB Mobile App user. Once registration is successful, user may activate the card and create PIN.
- 6.3 The Customer is advised to change the PIN regularly in BPSB Web Portal or BPSB Mobile App.

**7 TERMINATION OF CIDB BAYO PREPAID CARD/ ACCOUNT**

- 7.1 BPSB reserves the right, at its sole and absolute discretion, to invalidate, cancel and/or terminate the CIDB Bayo Prepaid Card and/or Account, or to suspend and/or restrict the usage of the CIDB Bayo Prepaid Card at any given time, without having to give notice or assign any reason whatsoever to the Customer, with immediate effect from the date of notice of termination.
- 7.2 The Customer hereby agrees to release BPSB from any liability and to indemnify BPSB and hold it harmless against any claims or demands whatsoever arising directly or indirectly from the suspension of, withdrawal of or refusal to effect any Transaction on CIDB Bayo Prepaid Card including any purported claim for defamation or any losses whatsoever.
- 7.3 Upon the termination of the CIDB Bayo Prepaid Card and/or Account, all monies owing to BPSB under the CIDB Bayo Prepaid Card and/or Account shall become payable immediately.

- 7.4 The Customer may terminate or cancel the Account by giving notice to BPSB. Upon termination, all outstanding monies due under the Account and any deficiency in Stored Value shall be deemed as monies owed to BPSB by the Customer, and shall become payable immediately. If the Customer fails to settle in full, BPSB may proceed to take any actions deemed necessary at its sole discretion to recover the monies owed.
- 7.5 All the Stored Value balance in the BPSB Account will be refunded to the Customer (less any applicable fees and charges) within twenty-one (21) days from the date of termination or cancellation of the Account. The refund shall be paid to Customer by crediting it to Customer's account maintained with a local bank (only if the bank account was provided).

## **8 LOSS OR THEFT OF PAYMENT INSTRUMENT**

- 8.1 In the event of loss or theft of the Customer's mobile device or Prepaid Card, the Customer must notify BPSB immediately. All lost or stolen CIDB Bayo Prepaid Card may only be invalidated by BPSB upon the:
- (a) verbal (telephone) notification by the Customer with BPSB's authorized officer ("verbal notification"); or
  - (b) written notification addressed to BPSB via letter and transmitted by hand/mail / fax ("written notification").
- 8.2 BPSB is only able to deactivate the CIDB Bayo Prepaid Card upon receipt of proper notice of loss or theft. BPSB will not be liable for any losses, damages and unauthorized transactions where the Customer fails to properly notify BPSB of the loss or theft.
- 8.3 As a matter of prudence, BPSB advises the Customer to lodge a police report immediately to substantiate the Customer's claim of loss or theft of CIDB Bayo Prepaid Card. BPSB may at its own discretion ask the customer for a copy of the police report confirming the incident on a case to case basis. BPSB shall not be responsible or be held liable for any disputes or losses suffered by the Customer in relation to any transactions incurred from unauthorized usage of the CIDB Bayo Prepaid Card, if the Customer is unable to provide a copy of police report when requested by BPSB.
- 8.4 The Customer shall be and remain liable for all transactions incurred from unauthorized usage of the CIDB Bayo Prepaid Card, where investigations made by us or the police reveals that you are a party in the procurement of any merchandise or services from the merchants effected through the use of the CIDB Bayo Prepaid Card by the use of any unauthorized person. The Customer shall be liable for such unauthorized transaction before BPSB receives written notification of the loss or theft.
- 8.5 Upon the loss or theft of the Customer's CIDB Bayo Prepaid Card or upon discovery that an unauthorized person or persons have acquired knowledge of the PIN or use of the Customer's CIDB Bayo Prepaid Card not authorized by the Customer, the Customer may

request BPSB to issue a replacement of CIDB Bayo Prepaid Card and BPSB shall have the right at its sole discretion to accept or to refuse such request without having to assign any reason whatsoever. BPSB is under no obligation to issue a replacement CIDB Bayo Prepaid Card automatically following its loss or theft.

**9 RELOAD SERVICE / MAXIMUM STORED VALUE / DEBIT BALANCE**

- 9.1 The maximum Stored Value that the Customer may reload to the Account is Ringgit Malaysia Two hundred Only (RM200.00) or any amount as may be determined by BPSB.
- 9.2 The Reload can be performed in the following manner or such other manner which BPSB may prescribe from time to time:
- (a) transfer funds from any of the Customer's other Accounts maintained with BPSB in the manner permitted by BPSB;
  - (b) debit funds from Customer's CASA, maintained with other banks via FPX.
- 9.3 All reloads shall not be considered to have been made until all relevant funds have been received and processed as good value by BPSB. Reloading of additional monies to the Account may be delayed. Consequently, the monies transferred will not be available for Customer's usage and BPSB shall not be held responsible for any delay in transferring the monies to the Account.

**10 DOMESTIC FUNDS TRANSFER**

- 10.1 Domestic Funds Transfer means funds transferred between the Accounts.
- 10.2 Both the sender and recipient of the funds transfer must have an Account.
- 10.3 It is the responsibility of the Customer to ensure the accuracy of the information provided for each funds transfer, including the email address or telephone number as well as Account number of the recipient and the amount to be transferred.

**11 CUSTOMER OBLIGATIONS**

Obligations of the Customer include:

- a) taking reasonable care of the CIDB Bayo Prepaid Card and mobile device to prevent loss, theft, damage and tampering;
- b) not to use BPSB's Products and Services for illegal activities or allow another to use the Account for illegal activities;



- c) not to tamper with, reverse-engineer or copy, or allow another to do the same, to the CIDB Bayo Prepaid Card;
- d) not to use the CIDB Bayo Prepaid Card with readers that are not meant for BPSB's Products and Services;
- e) the CIDB Bayo Prepaid Card shall remain the property of BPSB at all times and the Customer shall not transfer or otherwise part with the control or possession of the CIDB Bayo Prepaid Card for any use or purpose unauthorized by BPSB;
- f) maintain adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that is used to access the BPSB Services;
- g) notify BPSB promptly in writing of any changes to the particulars of the Customer given to BPSB during application / registration and to further provide other details to BPSB which may requested by BPSB from time to time;
- h) ensure that the total Stored Value amount shall not exceed Ringgit Malaysia Two hundred Only (RM200.00) or any amount as may be determined by BPSB;
- i) ensure that the transactions used and monies or funds used for Reload are neither obtained from any unlawful source nor related to any unlawful activities as specified under Financial Services Act 2013 ("FSA") and Anti-Money Laundering And Anti-Terrorism Financing Act 2001 ("AMLA");
- j) the use of the CIDB Bayo Prepaid Card shall be subjected to all provisions of FSA, AMLA and all regulations and directives made thereunder the Bank Negara Malaysia. If BPSB believes on reasonable grounds that making the Transactions may breach any of the laws of Malaysia or any other country, BPSB may at its sole discretions delay, block or refuse to make Transaction and BPSB will incur no liability to Customer if BPSB do so. The Customer agrees to release BPSB from all liability and to indemnify and hold BPSB harmless from any losses or damages the Customer may suffer as a consequence; and
- k) the Customer acknowledges that BPSB may have to act promptly and on limited information if there is a suspicion of fraud, money laundering or other illegal activities.

## **12 REPLACEMENT OF CIDB BAYO PREPAID CARD**

- 12.1 In the event the CIDB Bayo Prepaid Card is damaged, the Customer must return the damaged CIDB Bayo Prepaid Card to BPSB and follow prescribed procedures to obtain a new CIDB Bayo Prepaid Card.
- 12.2 BPSB reserves the right to charge a reasonable fee for the replacement CIDB Bayo Prepaid Card.
- 12.3 If BPSB approves the Customer's request for a replacement of CIDB Bayo Prepaid Card, and upon proper verification, BPSB will issue a new CIDB Bayo Prepaid Card to the Customer with a new card number. The balance of funds (less applicable fees and charges) from the

Customer's previous lost or stolen blocked Account will be transferred to the New Card Account accordingly.

- 12.4 If BPSB does not issue to the Customer a replacement of CIDB Bayo Prepaid Card, the balance in the Account of the Customer's lost or stolen Card (less any applicable fees and charges) will be refunded to the Customer by depositing it into the Customer's bank account (provided that the Customer has given BPSB his/her banking account details) or in any other manner in accordance with BPSB's internal policies.

### **13 INACTIVITY**

- 13.1 Where there is no activity for a consecutive twelve (12) months with any Payment Instrument, the CIDB Bayo Prepaid Card/ Account shall be suspended/ deactivated by BPSB. The Card/ Account shall be deemed as dormant
- 13.2 In the event the dormant CIDB Bayo Prepaid Card/ Account has balance after the 6 years' period, BPSB shall terminate the dormant CIDB Bayo Prepaid Card/ Account and thereafter the balance shall be transferred to Registrar of Unclaimed Money in accordance to Unclaimed Money Act 1965.
- 13.3 Prior to termination of the dormant CIDB Bayo Prepaid Card/ Account, the Customer may submit the request for a refund on the balance (less the applicable fees and charges) remaining in the CIDB Bayo Prepaid Card/ Account before the dormant CIDB Bayo Prepaid Card is terminated by BPSB. Once the CIDB Bayo Prepaid Card/ Account is terminated, the Customer is required to apply a new CIDB Bayo Prepaid Card if the Customer wishes to continue using the Service.

### **14 EXPIRED CARD**

- 14.1 The CIDB Bayo Prepaid Card is valid for 5 years or a date determined by BPSB from time to time at BPSB's sole discretion.
- 14.2 Once the CIDB Bayo Prepaid Card expires, the Customer may encounter usage failure.
- 14.3 Upon expiry of the CIDB Bayo Prepaid Card and Customer decide to renew it, the balance of fund from the Customer's previous Account will be transferred to the New Card Account accordingly. The renewal of a new CIDB Bayo Prepaid Card upon the expiry period shall be at BPSB's sole and absolute discretion.

### **15 REFUND AND CANCELLATION**

- 15.1 The refund of CIDB Bayo Prepaid Card is available in the following cases:
- a) BPSB deducted Customer's Account more than once (multiple times) for the same Product / Service;
  - b) the Customer's Account is terminated due to certain reasons with balance in the Account;
  - c) the Reload amount is deducted from Customer's account maintained with his/her bank, but the said amount has not been credited to CIDB Bayo Prepaid Card Account.
- 15.2 BPSB may request the Customer to provide supporting documents for the abovesaid refunds.
- 15.3 For cancellation of a purchase order, the Customer can either call the Authorized Merchant or visit the Authorized Merchant's stores to request for a refund directly from the Authorized Merchant. BPSB shall only refund to the Customer if the Authorized Merchant had initiated the valid refund procedures.

## **16 TRANSACTION DISPUTES**

- 16.1 The Customer must inform BPSB of any disputes within fourteen (14) business days from date of transaction or date of payment sent. BPSB is not obligated to entertain any dispute filed after this time frame.
- 16.2 BPSB will follow up within seven (7) business days to request for supporting document from the Customer.
- 16.3 When requested, the Customer is given up to seven (7) business days to produce the receipt and other supporting documents.
- 16.4 In the event where the Customer disputes a transaction, BPSB reserves the right to review the situation and communicate with the Authorized Merchants to propose a solution and appropriate actions.
- 16.5 In the event the investigations and verifications conducted by BPSB reveals that the disputed transaction(s) was (were) accurate, genuine and properly authorized by the Customer, the Customer shall then be liable for all the disputed transaction(s).
- 16.6 BPSB will resolve the dispute within sixty (60) business days from date of the dispute being filed.

17 EXCLUSION OF LIABILITY

17.1 BPSB, its officers, employees, and/or its affiliates shall not be liable to the Customer or any third party authorized by or claiming through Customer for any loss or damage, whether direct, indirect, special or consequential, or for loss of business, revenue or profits or of any nature suffered by the Customer or any person authorized by the Customer, or any loss, damage or injury caused to or suffered by a person or damage to property arising from or occasioned by:

- a) the use or inability to use by Customer or any persons authorized by Customer, of the Services or any part thereof;
- b) any malfunction, unauthorized use, cloning of or defect in the Services or CIDB Bayo Prepaid Card or any part thereof for whatever reasons;
- c) any act, omission, error, default or delay by BPSB, its officers, employees and and/or its affiliates in relation to the Services;
- d) in respect of any representation or implication that may arise as a result of:
  - any cancellation or refusal to renew or reissue new CIDB Bayo Prepaid Card by BPSB;
  - any suspension or restriction imposed by BPSB on the use of the CIDB Bayo Prepaid Card;
  - circulation of the particulars of invalidated CIDB Bayo Prepaid Cards to the Authorized Merchants;
  - withdrawal of any benefits or privileges conferred on the Customer under the CIDB Bayo Prepaid Card.
- e) arising from any act or omission of any Authorised Merchants, howsoever caused;
- f) due to any retention of the CIDB Bayo Prepaid Card and/or refusal by any Authorized Merchants to honour the CIDB Bayo Prepaid Card;
- g) in respect of any statement, representation or communication made by any Authorized Merchants.
- h) as a result of defect or deficiency in goods purchased or services rendered by any Authorized Merchants;
- i) due to any act/ omission beyond the reasonable control of BPSB.

17.2 Without limiting the generality of BPSB, its officers, employees, and/or its affiliates shall not be liable to the Customer or any third party authorized by or claiming through the Customer for:

- a) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Services and any claims arising out of any act or omission on the Customer part in relation to the Services or any part thereof;

- b) any loss or damage caused to the Customer as a result of the suspension/ termination of the Services and the interruption/ loss of the Services or any part thereof from any cause;
- c) any loss, distortion or corruption of data arising from the use of the Services or any unlawful or unauthorized access to the Customer's CIDB Bayo Prepaid Card's data; and
- d) interruption or unavailability of the Services as a result of including but not limited to software issues, equipment failure or congestion in the affiliates' network.

## **18 INDEMNITY**

The Customer agrees to indemnify, hold harmless and defend BPSB and its affiliates against any loss and damage that may be caused from or relating to:

- (a) Breach of Terms & Conditions mentioned herein.
- (b) Improper use of the BPSB Web Portal and/or BPSB Mobile App Services by Customer.
- (c) Any claim made by third parties arising from issues related to any failure, delay or interruption of the products and/or Services as provided by BPSB Web Portal and Mobile App Services due to error in the information provided by the Customer including misidentification recipient, incorrect account holder's name and number.
- (d) The use of products / BPSB Web Portal and BPSB Mobile App services in any manner which violates the Terms & Conditions or otherwise violates any law, rule or regulations.

## **19 PROTECTION OF PERSONAL INFORMATION**

- 19.1 BPSB has to obtain personal information of the Customer in order to provide the Products and Services to the Customer.
- 19.2 BPSB will not sell or rent personal information to third-parties without the consent of the Customer.
- 19.3 BPSB will erase the Customer's personal data which are no longer necessary for the fulfilment of the purposes for which they are to be used.
- 19.4 The Customer will also have the right to ask BPSB to correct personal data which are considered as inaccurate by writing/ calling to BPSB.

**20 CONSENT TO DISCLOSURE OF INFORMATION**

- 20.1 The Customer hereby warrants and undertakes that all personal information provided by the Customer to BPSB is true, accurate and complete.
- 20.2 The Customer hereby irrevocably authorizes and consents BPSB to disclosure of any information or document relating to the Customer's CIDB Bayo Prepaid Cards, Accounts, other particulars or affairs (financial or otherwise) or such other information as BPSB may at BPSB's sole and absolute discretion deem fit to Bank Negara Malaysia and any other relevant authority having jurisdiction over BPSB and/or the authorized Merchant or related corporations and associates, and to such other party whomsoever and for such purposes as BPSB may at BPSB's sole and absolute discretion, deem fit.
- 20.3 The Customer acknowledges and agrees that in order for BPSB to provide the Services and/or privileges of the CIDB Bayo Prepaid Card, the sharing, retrieval, updating and processing of the Customer personal data will occur between CIDB Bayo Prepaid Cards, BPSB affiliates and any third party in connection with the provision of the CIDB Bayo Prepaid Card and the Customer have consented to the same.
- 20.4 The Customer agrees that where the Customer written permission is required by law or otherwise for any disclosure by BPSB and any of BPSB officers, employees, contractors or service providers, the signing of the CIDB Bayo Prepaid Card registration form and/or the signing of the CIDB Bayo Prepaid Card and/or usage of the CIDB Bayo Prepaid Card shall constitute and be deemed to be sufficient written permission for such disclosure.
- 20.5 The Customer undertakes to hold BPSB harmless and keeps BPSB fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by BPSB or any error, inaccuracy or misstatement of such information whether caused by BPSB or due to system or technical default or failure or otherwise.
- 20.6 The Customer have read, understood and accepted that all terms and conditions contained in this Agreement and in connection with the use of the Card and that they are binding on Customer.

**21 CHECKING TRANSACTION RECORDS**

- 21.1 The Transaction history (i.e. Customer Account Statement) comprising of a statement detailing the Customer's account transaction, fees & charges, total account balance and all other important information shall be available online under Customer Account profile on the BPSB Web Portal and BPSB Mobile App.

- 21.2 The Customer is required to login his/her BPSB Account by using his/her own user ID and password to:
- a) View Transaction history.
  - b) Download and/or print Transaction history.
- 21.3 A hardcopy of the Transaction history is available upon request via BPSB Web Portal and BPSB Mobile App or call to Customer Service. All issuance of hardcopies is subject to service charges determined by BPSB.

## **22 ONLINE USE POLICY**

- 22.1 Links to third party websites or information are provided for the Customer convenience only. If the Customer uses these links, the Customer will leave this Site and will be subject to the terms contained on any such third-party websites. BPSB is not responsible for the availability of any such third-party websites. BPSB has not reviewed, is not responsible for, and accepts no liability in respect of, any information or opinion contained on any such third-party websites.
- 22.2 BPSB web servers are protected by appropriate firewalls which will be kept up-to-date. However, as the security of ordinary email cannot be guaranteed, the Customer should not send to BPSB any email containing any Personal Data.
- 22.3 Due to the nature of the Internet, transactions conducted or email messages sent through this Site may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. Under no circumstances shall BPSB be held liable for any failure in the communication networks, or the accuracy or timeliness of messages and transactions sent via the Site whatsoever.
- 22.4 BPSB web servers may also collect data relating to Customer's online session including the Customer's IP address and/or domain name, the use of which is to provide aggregated, anonymous, statistical information on the server's usage so that BPSB may better meet the demands and expectations of browsers to BPSB website.
- 22.5 BPSB uses cookies to identify a computer and it often includes an anonymous unique identifier. Cookies are small bits of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. The information collected by cookies is anonymous aggregated research data, and contains no name or address information or any information that will enable anyone to contact the Customer via telephone, email or any other means. Most browsers are initially set to accept cookies. If the Customer would so prefer, the Customer can set their browser to disable cookies. However, by disabling them, the Customer may not be able to take full advantage of our website, including online services.

## 23 TRADEMARKS, LOGOS AND THE COPYRIGHT

- 23.1 The trademarks, logos and the copyright of the content or information on this Site are owned by the BPSB or other service providers authorizing their use on this Site. These may not be used without the written permission of BPSB or the relevant intellectual property rights owner.
- 23.2 No part of this Site may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way or for any purpose without the BPSB's prior written consent.

## 24 CHANGE IN THE AGREEMENT

- 24.1 BPSB may at its absolute discretion amend, vary or delete any of the Terms and Conditions herein at any time and from time to time by giving a twenty-one (21) days' notice.
- 24.2 Any such amendment shall be effective and binding on the Customer from the date specified in the notice which may be given to the Customer in any one of the following manners:
- (a) by posting on BPSB Website;
  - (b) by display at BPSB premises;
  - (c) by electronic mail to the Customer last known electronic mail address in BPSB records;
  - (d) by ordinary post to the Customer last address in BPSB records;
  - (e) by short messaging system (SMS);
  - (f) by notice to the Customer in any other manner as BPSB may deem fit,

and the Customer shall be considered to have accepted the changes and agreed to such amendments if the Customer continues to keep or use the CIDB Bayo Prepaid Card thereafter.

## 25 NOTICE

- 25.1 All notices, requests and/or other communications to BPSB must be communicated to the following address:

Customer Service Department  
Bayo Pay (M) Sdn Bhd  
No. 72-3, Jalan PJU 5/22, Encorp Strand  
Pusat Perdagangan Kota Damansara  
Kota Damansara PJU5  
47810 Petaling Jaya, Selangor



Tel. No. : 603 – 7621 5151      Fax No. : 603 – 7662 1264  
E-mail : support@bayo.my

25.2 If there are complaints or inquiries, you may contact the following bodies,

Bank Negara Malaysia  
Laman Informasi Nasihat dan Khidmat (LINK)  
Ground Floor, D Block  
Jalan Dato' Onn  
50480 Kuala Lumpur

Contact Centre (BNMTELELINK)  
Tel No. : 1-300-88-5465 (Foreign : 603 – 2174 1717)  
Fax No. : 603 – 2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Ombudsman for Financial Services  
14<sup>th</sup> floor, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

## 26 SEVERABILITY

If any of the provision of this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 27 MISCELLANEOUS

27.1 Failure or delay by BPSB to exercise any right, power or privilege shall not affect the Customer's liability to BPSB nor shall any single or partial exercise of any right, power or privilege prevent BPSB from further exercising its right, power or privilege contained in these Terms and Conditions.

27.2 The obligation of the Customer shall be binding on the Customer's legal representatives or successors in title.

27.3 In the event there is any uncertainty from these Terms and Conditions, such uncertainty shall be resolved by BPSB. BPSB's decision of the meaning of any provision and where applicable, BPSB's choice of the appropriate provision to be applied to a particular situation shall be final and binding on the Customer.

- 27.4 BPSB may at any time combine any or all of the Customer's Accounts with BPSB and/or set-off or transfer any sum standing to the credit of such accounts towards payment of all monies due.