

**GKASH eWALLET USERS  
TERMS AND CONDITIONS**  
*Updated as at 30 Aug 2019*

**About GKASH eWallet**

The GKASH eWallet is an electronic wallet application operated by and maintained with GKASH Sdn. Bhd. (Company No. 1013444-T) (“**GKASH**”) which offers digital payment services to its Users. The GKASH eWallet allows its Users to store electronic money up to the amount of the Wallet Limit and upon instructions from such User, effect a transfer of a requested amount to an intended recipient (being the payee party which includes a Merchant). All references under this Terms and Conditions to “**we**”, “**us**” or “**our**” shall refer to GKASH and its related entities.

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**COMPLIANCE TO THIS TERMS AND CONDITIONS**

This Terms and Conditions represent an agreement between you and GKASH and applies to your access to the Application and/or use of the Services (“**Terms and Conditions**”). By accessing and/or using the Application or Services, you are deemed to have read, accepted and signified your agreement to these Terms and Conditions, as may be revised from time to time, without any limitation or qualification. If you do not accept these Terms and Conditions, please immediately discontinue your use of the Application and/or our Services.

We reserve the right to revise these Terms and Conditions without notice at any time from time to time and any such revision shall be effective on the last day of a twenty-one (21) days’ period commencing from the date of our notice to you on our Application. It is your responsibility to read and understand the Terms and Conditions and any revisions thereof, prior to and during the use of the Application or our Services. Your continued use of any of the Application and/or the Services will be deemed as your acceptance to the revisions made to these Terms and Conditions.

These Terms and Conditions are subject to change based on any new legislations, regulations, guidelines or any other form of direction issued by the relevant regulatory bodies particularly Bank Negara Malaysia.

These Terms and Conditions are to be read together with the applicable terms and conditions governing the operation and maintenance of your bank account opened with the relevant banking and/or financial institution, from which funds are transferred into or out of your GKASH eWallet and any other third-party service providers (as the case may be).

We have taken reasonable effort to ensure the accuracy and correctness of the information, graphics, statements, articles, data and any other material contained and published on the Application. We make no representations on the accuracy, reliability and correctness of such materials and we reserve the right to amend, delete, replace or otherwise change the materials on the Application without notice to you. The Application may also contain information or material from third parties and we make no representations or warranties for such information and material.

This Terms and Conditions will take effect upon registration of your GKASH eWallet and is continuous until and unless the account registered as your GKASH eWallet is terminated.

**A. DEFINITIONS**

For the purpose of this Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

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| “ <b>Application</b> ”             | refers to (i) the mobile application operated and maintained by GKASH; and (ii) other applications developed and made available on other devices at any time, and each shall be referred to as a “ <b>Application</b> ”;   |
| “ <b>Designated Bank Account</b> ” | refers to the bank account nominated by a User to connect with such User’s GKASH eWallet account from which funds are transferred into or out of the User’s GKASH eWallet, based on instructions initiated by the User;  |
| “ <b>e-money</b> ”                 | refers to the electronically stored monetary value in the GKASH eWallet;   |
| “ <b>Disputed Transaction</b> ”    | refers to a transfer of e-money from or into a User’s GKASH eWallet (i) to or from an unintended recipient or payor or (ii) transfer of an inaccurate amount to an intended party or (iii) a Transaction that was not carried out or authorized by the User or (iv) any Transaction that was not intended by a User; |

<b>“Fee”</b>	refers to the summary of fees applicable per Transaction, as provided in Part I, paragraph 38 hereunder, charged by GKASH for the provision of the Services;
<b>“GKASH eWallet”</b>	refers to your electronic wallet account which is accessible using the Application, as managed by GKASH and records the movements and activities related to the e-money received, paid out or otherwise connected to your e-wallet;
<b>“Intellectual Property”</b>	refers to patents, rights to inventions, trade secrets, rights in unpatented know-how, confidential technical information, software, hardware, rights of confidence discovery, technology, processes, methods, techniques, registered and unregistered design rights, copyrights and related rights, database rights, layout design of integrated circuit, software rights, trademarks, service marks, trade names and domain names, moral rights and all other similar rights in any part of the world (whether registered, registrable, unregistered, pending registration or application) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any form whatsoever, which subsist or will subsist now or in the future in any part of the world;
<b>“Merchant”</b>	refers to an individual, company(ies) or any other form of legal entity(ies) whom, in the course of its business, accepts payment of e-money by a User in exchange for goods or services sold/offered to the User;
<b>“Daily Transaction Limit”</b>	refers to the limit which is imposed on a Transaction in any given one (1) day;
<b>“Personal Data”</b>	refers to any information collected by GKASH for purposes of the Services that relates directly or indirectly to an individual, who is identified or identifiable from that information or other information in possession of the individual. This includes name, address, NRIC number, passport number, email address and other contact details;
<b>“Services”</b>	refers to the provision of an online payment instrument in the form of a digital wallet by GKASH vide its GKASH eWallet which allows for deposit, storage payment and transfer of e-money to facilitate and complete commercial and payment transactions amongst its Users or between its Users and Merchants;
<b>“Merchant Account”</b>	refers to the business account registered with GKASH under the company name of the Merchant enabling the Merchant to receive payment for the goods sold and/or services offered to the Users upon payment by such Users using the GKASH eWallet (subject to deductions of the merchant discount rates and other charges (if any));
<b>“Transaction(s)”</b>	refers to the depositing / topping-up of funds for conversion into e-money, making payments (whether pay-in or pay-out) and provision of escrow services in respect of e-money, withdrawal and transfer of e-money between Users and payment of e-money from Users to Merchants using their respective GKASH eWallet and any other transaction as may be introduced by GKASH from time to time;
<b>“User(s)”</b>	refers to an individual, company(ies) or any other form of legal entity(ies) that owns a GKASH eWallet registered with GKASH, and the use of “you” or any other cognate terms shall refer to a User.
<b>“Wallet Limit”</b>	refers to the maximum amount of e-money that a User’s GKASH eWallet can store and hold at any point in time, as is further provided in paragraph E hereunder.

## **B. REGISTRATION AND ELIGIBILITY**

1. You may register your GKASH eWallet and create an account on the Application by clicking on the Registration portal and following the prompts displayed on screen. For registration purposes, you are required to provide us with the requisite information which includes but is not limited to the following:
  - (a) Your full name as per NRIC or passport;
  - (b) Your username for purposes of your GKASH eWallet;
  - (c) Email address;
  - (d) Mobile number;
  - (e) Details of designated credit card, debit card, gift card and/or other applicable payment cards that you intend to connect with your GKASH eWallet account; and
  - (f) Any other information as the registration form may require and/or as additionally requested by GKASH.
2. Please note that your registration will only be processed upon completion of the registration process, as may be prompted on the Application together with the requisite information and documents as may be requested during the registration process. We reserve the right to request from you at any time, further information for whatever reasons related to and in connection with your GKASH eWallet. You agree to promptly provide us with such additional information and/or documents upon our request.
3. All information provided to us at any point in time whether before or after registration must be accurate and up-to-date. If there are any changes made to such information, you are required to notify us promptly for purposes of updating our records.
4. Each User is entitled to open only one account for one registered mobile number and for each subsequent account that a User desires to open, a different mobile number registered under such User is required. GKASH has the sole and absolute right to activate and commence provision of the Services in respect of your GKASH eWallet and may exercise its right to procure more information and/or details from you in the process of permitting your access to the GKASH eWallet.
5. Upon successful registration, GKASH will create and set up an account for you to store and transact using the e-money stored in your account and such account will be your GKASH eWallet with a unique account number assigned to it.
6. Upon successful registration of your GKASH eWallet account, your use of the account is strictly subject to this Terms and Conditions. The Application is available for use on mobile electronic devices.

## **C. ACCESS AND PRIVACY**

7. You are required to key-in your log-in details and PIN/password to access your GKASH eWallet.
8. Please keep your log-in details, password and any other related biometrics details safe and secure and, as much as possible, prevent disclosure of such details to any third party. GKASH may carry out verification processes of your identity (whether directly or through any third party) from time to time to confirm your ownership of and/or control over your GKASH eWallet.
9. We are not liable for any loss caused by your failure to secure your log-in details, password and any other related biometrics details. If your log-in details, password and any other related biometrics details have been lost, stolen, misappropriated or otherwise compromised, please notify us and we will facilitate the registration of new security details.
10. Please be reminded to provide us with the accurate contact details and ensure that such details are updated as and when required. All instructions, codes, PINs, passwords, updates, general information and other confidential information will be forwarded by GKASH to your email address registered with us and by such action, we are deemed to fulfill the reasonable diligence standard expected of us and it is your duty to ensure the continued security and secrecy of such information. GKASH is not responsible for your failure, refusal and/or negligence to take note of and observe the contents of the emails forwarded to you in respect of your GKASH eWallet and the Services.

## **D. SERVICES**

### Types of Services

11. As a GKASH eWallet holder, you will be able to perform the following transactions:

- (a) Top-up e-money into your GKASH eWallet;
  - (b) Payment to a Merchant and/or any other payee party;
  - (c) Electronic transfer of e-money with another GKASH eWallet holder;
  - (d) Transactions, either between Users (credit sharing) and/or between a User and a Merchant (merchant settlement);
  - (e) Withdrawal of e-money by way of a transfer into your Designated Bank Account; and
  - (f) Any other service as may be introduced by us from time to time for our account holders.
12. You agree that any payment transferred and/or made by you to a payee party is at all times a transaction between you and the payee party. GKASH is purely an e-wallet service provider and is not a party to any resulting dispute between you and a payee party including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity, legality or use of the goods and/or services offered by the payee party.
13. In provision of the Services, you authorize us to carry out any of the following actions in respect of your GKASH eWallet subject to the instructions which you submit for our processing, based upon the standard operating procedures of GKASH:
- (a) Debit and/or credit of e-money into and/or from your GKASH eWallet;
  - (b) Inter transfer of e-money between and amongst other GKASH eWallet Users;
  - (c) Top up of e-money into your GKASH eWallet; and
  - (d) Payment of e-money into your Designated Bank Account.
14. Please be informed that GKASH will carry out and execute gradual and/or consistent upgrades, modifications and/or updates to the Application and Services. GKASH does not warrant and/or represent (expressly, impliedly or otherwise) that the Application and/or Services would be compatible with your mobile electronic devices following such upgrades, modifications and/or updates. You are responsible to take the required actions to adjust your mobile electronic devices so as to attain compatibility with your updated, modified and/or upgraded GKASH eWallet. GKASH is not to be held liable for any liability, loss, damages, cost and expense suffered and/or incurred due to any incompatibility issues.
15. You acknowledge and agree that the GKASH eWallet does not provide banking services such as lending or provision of credit facilities. It is not nor will it be an interest-bearing account and any available balance of funds in your GKASH eWallet will not earn any interest, dividends or any other form of income.

**E. WALLET AND TRANSACTION LIMIT**

16. Pursuant to the approval provided by Bank Negara Malaysia, GKASH offers one type of wallet with a Wallet Limit of RM200.00.
17. Please note that your GKASH eWallet has a Daily Transaction Limit of RM1,000.00 and in any one given Transaction, you are permitted to top-up to an amount of RM200.

**F. YOUR USE**

Top-Up

18. Subject to the Wallet Limit imposed in paragraphs 16 and 17 above, you can top-up the amount of e-money in your GKASH eWallet from the funds available in your Designated Bank Account, your designated credit card, debit card and/or gift card or any such other account as you may indicate to us..

Your Obligations

19. In the course of your use of the GKASH eWallet and your subscription with us as a User, you shall ensure that you:
- (a) provide us with accurate and updated personal information and other details during your registration of account with us and in the course of your continued use of the GKASH eWallet;
  - (b) keep private and confidential your log-in details;
  - (c) install the GKASH eWallet by legal means, without utilization of any prohibited or illegal applications;
  - (d) utilise the applications related to the GKASH eWallet responsibly and in accordance to the Applicable Laws;
  - (e) abide by the transactional limits imposed on your GKASH eWallet and do not attempt to circumvent the limits imposed by segregation of Transactions;

- (f) take all actions necessary to make your mobile electronic device compatible to the GKASH eWallet following any upgrades, modifications and/or updates;
- (g) make payment towards the Fee for the Services, taxes and other related charges connected to your use of the GKASH eWallet;
- (h) immediately report to GKASH any suspicion and/or occurrence of fraudulent, illegal and prohibited activities in respect of your GKASH eWallet and/or the Services;
- (i) in the event that legal authorities such as Bank Negara Malaysia and the Malaysian Anti-Corruption Commission make enquiries or require for an audit to be carried out, cooperate with GKASH and provide the requisite information to assist such investigations in a timely manner;
- (j) based upon the standard operating procedures of GKASH, provide GKASH with the relevant information for every Transaction you execute using your GKASH eWallet;
- (k) comply with any subsequent written notice and/or instruction issued by GKASH in respect of the GKASH eWallet and/or Services;
- (l) use the GKASH eWallet and Services responsibly and do not tamper, hack, modify or otherwise technologically intervene with the operation and functioning of the GKASH eWallet and the Services; and
- (m) comply with this Terms and Conditions, as may be updated and/or modified from time to time.

Prohibition of Use

20. During the course of your use of the GKASH eWallet and/or our Services and access to any of the Application, including any such interactions or communications between you and other Users or the Merchants on the Application, you shall not:
- (a) use the funds and/or e-money in your GKASH eWallet for unlawful purposes or purposes other than the purpose intended for the Transaction(s);
  - (b) misrepresent your actual identity either by registering through a proxy, by impersonating as someone else or in any such way so as to not reveal your actual identity;
  - (c) use the GKASH eWallet and/or Services to cause inconvenience, irritation, harassment or nuisance to other Users, the financial ecosystem and the public at large;
  - (d) carry out activities that would interrupt, prevent and/or in any way compromise the use and/or security of information of other Users of the Services;
  - (e) act in a way that would compromise, interfere with and damage the hardware and/or software that make up the GKASH eWallet and/or Services which includes but is not limited to the use of web bugs, computer viruses and any other malicious programs;
  - (f) attempt to decompile, disassemble or reverse engineer any of the hardware and/or software components that are used to provide the Services;
  - (g) utilise the Intellectual Property Rights that belong to and/or registered in favour of GKASH and/or any other third party (as maybe found on the GKASH eWallet Application);
  - (h) utilize the features of our Application or our promotional/marketing materials in a manner that exceeds your authority as a User of the Services;
  - (i) store, transfer or receive funds from persons or entities which are or which you reasonably suspect are involved in activities of fraud, money laundering, terrorism financing or other illegal and/or criminal activities and shall use reasonable endeavours to ascertain the source of funds of your sender (in the case where your GKASH eWallet is the recipient to the funds) to verify the legitimacy of such funds anticipated;
  - (j) do or conduct any such act or things that may result, directly or indirectly, in breach or violation with any and all Applicable Laws, guidelines, notices, orders, rules, policies or instructions related to and in connection with the use of the GKASH eWallet and Services and/or the access to any of the Application (including any amendments as may be issued by GKASH at any time from time to time).

**G. GKASH'S RIGHTS**

21. As the operator of the GKASH eWallet and/or in its position as an entity reporting to Bank Negara Malaysia, GKASH reserves the right to:
- (a) from time to time, carry out and execute upgrades, modifications and/or updates to the GKASH eWallet and/or Services;
  - (b) at any time, conduct periodic review and checks on your Transactions and history of use of your GKASH eWallet;
  - (c) amend, modify, vary and update this Terms and Conditions;
  - (d) issue any additional instructions and/or notice to inform you of any development in respect of your GKASH eWallet and/or the Services and such instructions and/or notice shall automatically, by its issuance, form part of this Terms and Conditions;
  - (e) send to you promotional and marketing materials and/or advertisements to inform you of our latest offerings, products and/or services;

- (f) carry out continuous due diligence on you in the course of your use of the Services;
  - (g) make use of, disclose, divulge or reveal any information relating to you in such manner and to such extent as GKASH shall from time to time consider necessary to any consultant, agent or subcontractor or to any person for any purpose in connection with any matters related to the operation, maintenance and proper functioning of the GKASH eWallet or for any purpose pursuant to any Applicable Laws particularly under the authority of Bank Negara Malaysia or any other competent authority or bodies having jurisdiction over GKASH; and
  - (h) request from you additional documents and/or information at any time for purposes of verification of your personal details.
22. In the event where we reasonably believe or suspect that you are in breach of any Applicable Laws, are engaged in any unlawful or restricted activities (including any of those activities set out in paragraph 20 above) or are non-compliant to any of the Terms and Conditions, we may, without any prior notice to you:
- (a) cancel, decline to perform a Transaction or refuse to allow a Transaction to be performed or completed;
  - (b) reverse the Transaction which has been performed or completed, if appropriate;
  - (c) report such suspicious Transaction or illegal activity to the relevant authorities;
  - (d) suspend or terminate the Services provided to you in respect of your GKASH eWallet; and
  - (e) carry out such other action as we may deem necessary and appropriate.
23. GKASH will at all times maintain separate account(s) with funds for its own corporate purpose, independent from your GKASH eWallet. All funds and/or e-money available in your GKASH eWallet will be available exclusively for your own use only and GKASH acts as your agent solely in relation to the custody of the e-money available in your GKASH eWallet.

#### **H. TRANSACTIONS**

24. Kindly ensure that you have available funds in your GKASH eWallet sufficient for the carrying out and completion of a Transaction, taking into account any service fee or any other charges that may be chargeable, failing which, GKASH has the absolute right to block, stop, reject and/or decline the completion of such Transaction.
25. You may make any number of transfers for any amount subject to the Daily Transaction Limit and your Wallet Limit provided that there are available funds in your GKASH eWallet. Unless another currency is specified in any instructions and/or notifications issued by GKASH from time to time, all Transactions carried out using the GKASH eWallet are Transactions within Malaysia and must be in a currency denominated in Ringgit Malaysia (MYR).
26. A Transaction is initiated when you trigger your GKASH eWallet functionalities by submission of an instruction for a Service to be carried out. GKASH will receive such requests or instructions and subject to GKASH's standard operating procedures, the request for a Service will be conducted. GKASH will conduct all necessary checks and verification prior to authorising and effecting a request for Service.
27. You will be able to view your Transactions history on your GKASH eWallet. You are advised to keep regular checks on your Transactions history and report to us immediately any irregular or inaccurate Transactions.
28. GKASH shall not be liable for any loss, damage or liability suffered or incurred by you from or in connection with a Transaction being cancelled or terminated due to insufficient funds in your GKASH eWallet or as a result of your failure to provide accurate authentication details or any other information required to process and complete the Transaction.
29. In the event of any dispute between you and any User or Merchant, GKASH will not be liable for any such loss, damage or liability suffered or incurred by you from or in connection with the dispute unless any such loss, damage or liability suffered or incurred by you is attributable to an error or negligence on the part of GKASH in respect of the performance of your GKASH eWallet.
30. An instruction issued by you will only be accepted and performed if it satisfies GKASH minimum security standards and where GKASH has suspicions in respect of any such instructions, GKASH is permitted to request for additional information from you and in the interim, stop any performance in response to your instructions until such suspicions are adequately addressed.

#### Merchant Settlement(s)

31. The GKASH eWallet allows you to purchase goods and/or services from third parties (i.e. Merchants) and make payment for such goods and/or services using the funds available in your GKASH eWallet, provided that the

relevant Merchant accepts GKASH eWallet as a mode of payment. Any transaction entered into between you and a Merchant is subject to the terms and conditions which may be stipulated by the Merchant and you enter into such transactions at your own risk.

32. In respect of settlement to a Merchant, the payment request made by you will be held in escrow by GKASH until the Transaction has been completed (i.e. successful delivery of the goods / merchandise to the buyer). Thereafter, the amount to be paid by you (in your capacity as a buyer) will be released by GKASH and deposited into the Merchant Account (less all applicable Fees and/or such other charges).
33. GKASH shall not be responsible for the refusal of any Merchant to accept your payment made through the GKASH eWallet or honor the commercial arrangement made by such Merchant with you.

#### Refund Policy

34. Pursuant to this Terms and Conditions, particularly in respect of Disputed Transactions, if you are entitled to a refund of any payment or Fee made in respect of the Services, please contact us at 603-22424255 and follow our instructions for the processing and/or verification of your refund request. Please note that refund requests made by Users are subject to GKASH's standard operating procedures and GKASH does not guarantee and represent that all refund requests will be entertained and allowed.

#### Disputed Transactions

35. You are fully responsible for all Transactions initiated under your GKASH eWallet account. In the event of a mistake or discovery of a suspicious or unauthorized Transaction, you are required to contact us within fourteen (14) working days from the date that such an event occurs or is suspected to have occurred and provide us with sufficient details of such Transaction in order for us to attempt, on a best effort basis, to investigate such Transaction, failing which you are deemed to have accepted the accuracy of the Transaction.
36. GKASH shall provide assistance with regard to a Disputed Transaction based on the data collected in its system but GKASH is not under any obligation or responsibility to investigate the Disputed Transaction. In addition to GKASH's voluntary decision to investigate on a best effort basis, any investigation on the Disputed Transaction shall be performed by the appropriate authorities.
37. The record of all Transactions authenticated through GKASH's standard operating procedure connected to your GKASH eWallet is deemed binding and conclusive evidence of your Transactions. Save as provided under paragraphs 35 and 36, GKASH will not entertain any request to reverse any Transactions alleged to be wrongful, faulty or erroneous where the records and reasonable due diligence indicate otherwise, unless otherwise instructed by the appropriate authorities.

#### **I. FEE**

38. As at the date of this Terms and Conditions, GKASH will not impose any Fee for transactions.
39. Subject to these Terms and Conditions and approval from Bank Negara Malaysia, GKASH reserves the right to commence imposition of any Fee on you for Transactions. Any Fee chargeable to you will be paid to us by deduction of the funds available in your GKASH eWallet based upon the category of Services you request or instruct us to carry out. We reserve the right to decline any other modes of payment that you may wish to propose for settlement of the Fee.
40. The Fee (if chargeable) is subject to adjustments from time to time and GKASH reserves the right to revise the Fee or impose additional transactional charges by notice published on the Application.
41. We are not responsible and shall not be held liable for payment of any fees, taxes, duties or any other form of payment which may arise from your Transactions with any Merchants.
42. You acknowledge that you are responsible and liable for any charges which may be imposed by your communications service provider to allow your access to the GKASH eWallet and/or Services.
43. For avoidance of doubt, the Fee and any other payment paid by you to us is exclusive of any taxes, goods and services tax and other forms of duties or tariffs assessed to be payable to the relevant tax authority or other governmental authorities and such amounts shall be paid by you in addition to the Fee.

## **J. SUSPENSION AND TERMINATION**

44. GKASH is entitled to, at any time, terminate your GKASH eWallet with immediate effect and terminate these Terms and Conditions as against you without notice in the following situations:
- (a) you are in breach of any of the Terms and Conditions;
  - (b) you have contravened or are found in breach of any of the Applicable Laws;
  - (c) we have reason to believe that you are involved directly or indirectly with fraud, money laundering or other illegal and/or criminal activities;
  - (d) we are no longer a holder to the requisite approval or licence as a payment instrument issuer; and/or
  - (e) if we receive instructions from the police or other investigating governing bodies and/or regulatory authorities to terminate your GKASH eWallet.
45. In addition to the rights to terminate hereunder, GKASH reserves the right at any time without notice to you and without owing any liability to you, to modify, suspend, discontinue temporarily, limit the usage or freeze your GKASH eWallet in its entirety or in parts related to certain functionalities, at its sole and absolute discretion, for any duration upon your breach of the Terms and Conditions and/or Applicable Laws, due to security concerns, suspicions of unlawful activities or unexpected technical, system, maintenance, fixes, bugs or other related issues. The exercise of GKASH's rights under this paragraph does not prejudice or prevent GKASH from exercising its right to terminate your GKASH eWallet.
46. Upon termination or suspension of your GKASH eWallet, effective immediately, your GKASH eWallet account will not be able to effect or carry out any Transactions and your account will remain as such pending further instructions from the relevant regulatory authorities.
47. Subject to GKASH's rights under paragraph 49, in the case of a terminated account, the balance e-money available in your GKASH eWallet at the point of termination will be encashed and transferred to your Designated Bank Account without any additional cost other than that which is necessary to complete the transfer back to you within thirty (30) calendar days after the termination subject to appropriate security checks by GKASH and provided that such return is not prohibited by the relevant regulatory authority and does not compromise or affect investigations related to your GKASH eWallet (if any).
48. Notwithstanding the termination or suspension of your GKASH eWallet, you remain responsible and liable for all obligations attributable to your GKASH eWallet prior to any event of termination and GKASH is permitted to pursue any of its rights and/or remedies accruing from such liability.
49. GKASH has the right to withhold the remaining e-money in your GKASH eWallet for a period of up to ninety (90) calendar days from the date of cessation or such other period as is deemed necessary by GKASH or otherwise instructed by the relevant authorities in the event where there is a pending investigation into your GKASH eWallet.

## **K. DISCONTINUANCE**

### By User

50. You may at any time request for closure of your account which would then result in termination of your GKASH eWallet by providing us with a notice in writing of such intention to our email address at [cs@gkash.my](mailto:cs@gkash.my) or by contacting our customer support team at +603-2242 4255.
51. Upon receipt of your notice for closure of your account, effective immediately, your GKASH eWallet account will not be able to effect or carry out any Transactions. You can only proceed to carry out withdrawal of the balance of e-money available (if any) in your GKASH eWallet, less the applicable Fee and/or other ancillary charges (if any). The withdrawal feature of your account will be disabled at the end of thirty (30) calendar days from the date of your notice for closure of your GKASH eWallet.
52. In the event that there remains a balance of e-money in your GKASH eWallet at the end of the thirty (30) calendar days period for withdrawal, such balance of e-money will be encashed and transferred back to your Designated Bank Account without any additional cost other than that which is necessary to complete the transfer back to you within one (1) month from the expiry of the thirty (30) calendar days period for withdrawal provided that all your authentication details related to such withdrawal is satisfied and there are no outstanding disputes or claims or the perpetration of any unlawful actions giving GKASH reason to withhold all or part of the funds.



By GKASH

53. Upon occurrence of any of the following events, GKASH has the absolute discretion to deactivate, discontinue and terminate your GKASH eWallet account:
- (a) your GKASH eWallet is dormant for a continuous period of twelve (12) months, notwithstanding that there is a remaining balance in your GKASH eWallet; and
  - (b) your GKASH eWallet has no remaining balance and no top-up has been effected for a continuous period of six (6) months
54. The balance e-money available in your GKASH eWallet at the point of deactivation will be encashed and returned to your Designated Bank Account within thirty (30) calendar days after the termination subject to appropriate security checks by GKASH and provided that such return is not prohibited by the relevant regulatory authority.

Re-activation

55. Should you wish to reactivate your GKASH eWallet, you may contact our customer service team and your GKASH eWallet can be re-activated at our sole discretion.
56. Please note that in the absence of any instruction and/or action on your part to reactivate your account with us pursuant to paragraph 55, we will proceed to permanently remove your GKASH eWallet and records related thereto from our database at the expiry of seven (7) years from the date that any of the above termination and/or voluntary disclosure events occur and thereafter, no history of your account will be available in any of our systems.

**L. REPRESENTATIONS AND WARRANTIES**

57. By accepting this Terms and Conditions, you represent and warrant to us that you:
- (a) are of sound mind and have full capacity to be legally bound by these Terms and Conditions;
  - (b) have provided and will continue to provide true, accurate and complete information relating to your details and information as is required to register and maintain your GKASH eWallet;
  - (c) are not in violation of any Applicable Laws through your use of GKASH eWallet and our Services and access to the Application and there is no action, proceeding, claim or investigation pending against you before any court or regulatory authority, particularly activities related to terrorism financing and money laundering; and
  - (d) will use your GKASH eWallet lawfully and in compliance with the Applicable Laws and this Terms and Conditions.

**M. INDEMNITY**

58. You agree to indemnify and hold us, and our subsidiaries, affiliates, directors, officers, agents, and employees, harmless from and against all suits, actions, demands, claims, losses, liabilities, damages, expenses and costs whatsoever arising under any laws of Malaysia (including all legal fees), made by any third party due to or arising out of or resulting from your breach of any of these Terms and Conditions or through any default, omission or negligence on your part in your use of the Services.

**N. LIMITATION OF LIABILITY**

59. The Application, Services, GKASH eWallet and technology related thereto are provided on an "as is" basis and whilst we will take all reasonable efforts to keep the Application, Services and your GKASH eWallet available and operational at all times, we do not guarantee that the Services will be performed error-free or uninterrupted as GKASH eWallet operates on the Application which is running on a web based application and is a digital application (as applicable) that is subject to the standard disruptive factors relating to network facilities and internet connections (whether wireless or otherwise). In the event of dissatisfaction, you may opt to cease usage of the GKASH eWallet with no liability on our part.
60. We shall in no event be liable to you for any of the following events:
- (a) Dispute between you and a User or Merchant relating to the subject matter of the commercial transaction between you and any User or Merchant;
  - (b) Dispute between you and a User or Merchant relating to a Transaction that occurs due to no fault of ours.
  - (c) The refusal of any party to receive payment or make transfers through the GKASH eWallet;
  - (d) Completion of a Disputed Transaction.

- (e) Disclosure of your log-in details, password, authentication and any other related biometrics details to a third party thus compromising the security of your GKASH eWallet;
  - (f) Any disclosure of information or security matters related to or connected to the incidental services provided by other telecommunication service providers to support the use of the GKASH eWallet; and
  - (g) Any technical, software or hardware issue that may arise from GKASH eWallet.
61. Subject to the terms and conditions hereunder, GKASH's entire liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with your use of the GKASH eWallet shall not exceed the available balance in your GKASH eWallet account at the time that such claim arises and shall not include any other loss or damage, including indirect, special, consequential, incidental, exemplary or punitive damages, including loss of profits, production, or revenues.
62. The Application allows for or may contain links to third party websites and you agree that, as much as possible, your use of such websites through our Application is subject to this Terms and Conditions. Notwithstanding the preceding, GKASH assumes no responsibility for and does not endorse any such websites (unless otherwise stated) and is not responsible for any losses and/or damages that you may suffer or incur as a result of your visit to these websites.
63. While GKASH will take reasonable measures to protect the privacy and security of your GKASH eWallet, you acknowledge that the provision of the Services is dependent upon and subject to the incidental services provided by other telecommunication service providers and owing to this nexus between providers, there is a risk that your GKASH eWallet account may be unlawfully accessed, intercepted or interrupted. GKASH shall not be responsible for such events unless such events occur due to the fault of GKASH.
64. Save for the representations and warranties made in this Terms and Conditions, any prior or other forms of representations and warranties made to you are excluded and do not apply to this Terms and Conditions.

#### **O. *INTELLECTUAL PROPERTY***

65. All the Intellectual Property to and in the designs, layout, presentations, graphics, software systems, hardware, and all other elements that form and design the GKASH eWallet and the Application is owned, controlled and/or licensed (as applicable) in favour of GKASH and is protected by and governed under the relevant laws related to copyrights, trademarks or other intellectual property rights.
66. You are strictly prohibited from doing or making attempts to do any of the following without prior written consent of GKASH or the relevant copyright owners (as applicable):
- (a) decompile or reverse engineer, disassemble, attempt to derive the source code or decrypt the GKASH eWallet or any of the Application;
  - (b) make any modification, adaptation, improvement, translation or derivative work to or from the GKASH eWallet or any of the Application;
  - (c) violate any Applicable Laws during your access to the Application and use of your GKASH eWallet;
  - (d) use the GKASH eWallet for any revenue generating or commercial activity;
  - (e) use the GKASH eWallet or the Application and/or each of its source code/design to create a service, product or software which directly or indirectly prevails as a competitor or substitute of the Application or the GKASH eWallet;
  - (f) use of the GKASH eWallet to circulate unsolicited communications to other users/vendors/third parties; and
  - (g) use any Intellectual Property or proprietary information in the design, development of distribution of any applications, accessories or devices for use of the Application and/or your GKASH eWallet.
67. Your use of the Services, Application and/or GKASH eWallet shall not be construed as conferring any licence or rights over the aforesaid materials. You shall not, without our prior written consent or the prior permission of such other owner to a trademark appearing on our Application (as appropriate), reuse or adopt any trademarks appearing or displayed on our Application and nothing in these Terms and Conditions shall be construed as granting you a licence or right to use such trademarks.

#### **P. *PERSONAL DATA***

GKASH will handle, process and store all information and Personal Data provided by you in accordance with the relevant personal data protection laws as well as GKASH's privacy policy. By accepting this Terms and Conditions, you are deemed to have acknowledged that you have read, understood and agreed with our privacy policy and have agreed and consented to our collection, use and process of your Personal Data for the purposes set out in our privacy policy. You may refer to our privacy policy [here](#).

**Q. GENERAL**

68. **Disclaimer:** Please be cautioned that your GKASH eWallet account is subject to the risk and/or loss arising from us being insolvent, going into receivership or carrying out reorganization.
69. **Severability:** If any provisions in this Terms and Conditions are deemed invalid, void or cannot be enforced under any law, such provisions shall be severed from this Terms and Conditions and such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms and Conditions, all of which shall remain in full force and effect. Parties shall use reasonable efforts to replace such provisions with a valid provision the effect of which is closest to the intended effect of the invalid or unenforceable provision.
70. **Partnership:** We do not have, nor do we imply that there is any partnership, joint venture or such similar relationship between GKASH and the Merchants or any User.
71. **Waiver of Rights:** No failure or delay by any party in exercising any right, power or remedy under this Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of the same preclude any further exercise or the exercise of any other right, power or remedy unless such a waiver is made in writing.
72. **Governing Law:** This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you irrevocably agree to submit to the exclusive jurisdiction of the Malaysian courts.
73. **Assignment:** The GKASH eWallet is personal to you and you must not assign or otherwise transfer any rights and/or obligations connected to your GKASH eWallet to any third party without our prior written consent.
74. **Force Majeure:** In the event of the occurrence of force majeure events beyond our control, GKASH shall not be liable, in whole or in parts, for non-performance, interruption or delay in the performance of its obligations under this Terms and Conditions and for any inaccuracy, inappropriateness or unreliability of the Services and/or the contents of our Application. Such events of force majeure include but are not limited to acts of sabotage, natural catastrophes, regulatory changes or directives and failure or interruption in utilities such as electricity, communications or internet service providers or banking systems.
75. **Language:** All notices or formal communications under or in connection with this Terms and Conditions shall be in the English language. Any translation of this Terms and Conditions is provided solely for your convenience and is not intended to modify any of this Terms and Conditions. The English version of this Terms and Conditions shall be your primary reference in all respects and shall prevail in all cases of inconsistency with any translated versions.
76. **Communication:** If you have any enquiries or comments with respect to the Services, you may email our customer service team at [cs@gkash.my](mailto:cs@gkash.my) or if you wish to speak, you may contact our customer personnel team at +603-2242 4255

Should you wish to enquire with Bank Negara Malaysia on any matters related to GKASH eWallet or such related Services offered by GKASH, you may contact Bank Negara Malaysia using the following details:

BNM TELELINK  
Jabatan Komunikasi Korporat  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Alternatively, you may direct any of your enquiries or complaints to Bank Negara Malaysia vide the Financial Ombudsman Scheme (which came into operations on 1 October 2016). Further information on the procedures for bringing a dispute to the financial ombudsman scheme is available on the Ombudsman for Financial Services' website at [www.ofs.org.my](http://www.ofs.org.my). You may also contact the Ombudsman for Financial Services vide the contact details below or walk in during their office hours (8.30am to 5.30pm Monday to Friday) at the following address:

**OMBUDSMAN FOR FINANCIAL SERVICES**

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: 03 2272 2811  
Fax: 03 2272 1577  
Email: [emquiry@ofs.org.my](mailto:emquiry@ofs.org.my)

77. Versions: The most updated version of this Terms and Conditions (by indication of the date stated herein) shall prevail over any previous versions.
78. Laws Subjected To: This Terms and Conditions pertaining to e-money is subject to the Unclaimed Moneys Act 1965 (UMA).

- The End -