

REMITTANCE SERVICE TERMS AND CONDITIONS

20211230

1. GENERAL

This Remittance Terms and Conditions ("**Remittance Terms**") is supplemented to and must be read together with the Digital Wallet Terms and Conditions ("**DW Terms**"), Privacy Policy, both available at the Website.

We urge you to read this Remittance Terms, Remittance Product Disclosure Sheet, DW Terms, and Privacy Policy (collectively "**Agreement**") carefully to ensure that you understand each provision, as the use of the Service is subject to the terms and conditions provided in the Agreement.

By accessing, using and/or allowing someone else to use the Service, you understand and agree that we will treat that you are agreeing to be bound by the Agreement in its entirety from that point onwards. **If you do not agree to any of the terms and conditions of the Agreement, you must not use the Service. You may cancel the Service by contacting our Customer Service Support.**

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions.

All the capitalised words used in this Remittance Terms shall have the same meaning ascribed to it in the DW Terms. You can thus rely on the same definitions provided therein unless we provide you with different definitions here to cater for the use of this Remittance Terms.

"Kiple" or "we" or "us" or "ours"	means Kiplepay Sdn Bhd (200001007771/ 510377-P).
"Receiver"	means the person named as beneficiary of the Service.
"you" or "yours"	means you being the Account holder. For the purpose of this Remittance Terms, it includes any other person who is using your Account to initiate the Service, whether or not you authorised them
"Remittance Partner's Network"	means our registered remittance service providers partnering with us to provide you with the Service.
"Service"	means domestic fund transfer within Malaysia or international cross border transfer services.
"Transaction"	refers to money transfer that you initiate through the Service.

3. ELIGIBILITY

- 3.1 The Service is only available for those who are aged eighteen (18) years and above, who are Malaysian citizens or Malaysian permanent resident or foreigner legitimately residing or gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia. If you are below 18 years or are not a Malaysian citizen, Malaysian permanent resident or foreigner legitimately residing or gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia, you are not eligible for the Service.

4. THE SERVICE

- 4.1 The Service offers money transfer services nationally and internationally through the Remittance Partner's Network. You are required to have an Account with us before you can use the Service. Please read the DW Terms.
- 4.2 You may use the Service to send money transfers to family and friends. Using the Service for commercial purpose is prohibited. In addition to that, you should not use the Service to send money to anyone you do not know personally to avoid illegal activity or being scammed, or to receive money transfer from anyone you do not know personally to avoid any illegal activity.
- 4.3 The Service allows a Receiver to receive funds via the Receiver's bank account with a licensed local bank in the jurisdiction of the Receiver. The Receiver is required to prove his/her identity before receiving funds by presenting valid identification, transaction number, or any other supporting document. The release of funds to the Receiver is conditional upon satisfactory verification of the Receiver's identity. We are not liable nor responsible in the event the funds cannot be released to the Receiver.
- 4.4 You should not allow anyone to use your mobile phone to initiate any Service. Once a Transaction is requested through your Account, we shall deem and treat that you are initiating or have authorised such person to use your Account, whether you approved it or not. You are solely responsible for use of your Account by other users.
- 4.5 You acknowledge that the Service may not be available, in whole or in part, in certain region, country or jurisdiction.
- 4.6 We reserve the rights to set a limit and threshold for any Transaction.

5. CUSTOMER DUE DILIGENCE

- 5.1 We are obliged under the applicable Law to help the Appropriate Authority fight the funding of terrorism and money laundering activities. In addition to the e-KYC we conducted when you open an Account with us, we are required to perform Customer Due Diligence ("CDD") to make sure that we prevent the commission of any offence under the applicable Law.

- 5.2 As such, when a Transaction is initiated, we may ask for additional Personal Data, information, records, and documents relating to you, and/or the Receiver. You represent and warrant to us that the consent of such Receiver whose Personal Data, information, records, and documents you provided or disclosed to us has been obtained to allow us to process the same. We may also obtain from other sources, such as, US Treasury Department's Office of Foreign Assets Control, the European Union and the Monetary Authority of Singapore. If a potential match is identified, we may be required to suspend, revoke, and/or block the use of the Service, the Transaction and/or your Account, at any time without liability. We may be required to freeze any funds you receive and/or wish to send. This Clause is in addition to our rights set out in the DW Terms.

6. THE TRANSACTION

- 6.1 You can only initiate the Service through the Mobile App. You are required to ensure you have sufficient Available Balance to request for the Service as well as to pay for the Fees and Charges.
- 6.2 When you initiate the Service, you are requesting us to process the Transaction, an offer which we may accept or reject at our sole and absolute discretion. We have no obligation towards you, a Receiver, or to any other third party. No transaction shall be deemed accepted, processed, or executed by us until we are satisfied of our ability to process such Transaction in compliance with the applicable Laws and offer such funds to the Receiver. When we decline such Transaction, we have no obligation to inform you unless there is a need to and we shall not be liable to you for declining such Transaction.
- 6.3 In general, we will act upon the request as soon as reasonably practicable. However, we make no representation nor warranty regarding the time needed to process the Transaction. The speed of the Service is subject to several factors, including but not limited to, the following:
- (a) approval from our verification system;
 - (b) Available Balance in your Account;
 - (c) Receiver's country banking hours and banking system availability;
 - (d) difference in time zone;
 - (e) our Remittance Partner's Network availability;
 - (f) prohibition applicable in some countries;
 - (g) restrictions applicable in some countries; and/or
 - (h) any other reasons.

These factors are beyond our control and we shall not be held liable or responsible for such delay. You understand, acknowledge, and agree that by initiating the Service, you accept all risks associated with such Transaction, including funds you sent were lost, destroyed, delayed, misdirected, improperly credited, not processed, or not received by the Receiver or Receiver bank due to no fault of ours.

- 6.4 Please ensure that all information provided by you is correct and accurate before submitting a Transaction. You acknowledge and understand that if incorrect information is provided, funds may be disbursed to the wrong account or person other than that of the intended Receiver and may not be recovered. We are not responsible for detecting inaccuracies or such error made by you. If you encounter any issue, please contact our Customer Service Support.

7. AMENDMENT, CANCELLATION AND REFUND

- 7.1 Once Transaction is confirmed, such Transaction cannot be amended, cancelled, or refunded without prior consent.
- 7.2 If you need to cancel any Transaction, please contact our Customer Service Support. We can only consider cancellation and refund on a case-to-case basis, and it is dependent upon whether or not the Transaction has been executed by us and/or by the Remittance Partner's Network. Fees and Charges may apply for cancellation. If you have any queries, please contact Customer Service Support.
- 7.3 Refund shall not be allowed and all funds in your Account shall be withheld by us if: -
- (a) you use the Service in breach of the DW Terms and/or the Remittance Terms;
 - (b) the you and/or Receiver are found to be from a sanctioned or high risk countries, where you and/or the Receiver have been blacklisted by our Remittance Partner's Network, any financial institutions, licensed banks, e-money issuers or remittance service providers in Malaysia or abroad,
 - (c) if you and/or Receiver are included in our own internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), Specially Designated Nationals (SDN), politically exposed persons (PEP), relatives or close associates of PEPs (RCA),
 - (d) where you (or your Beneficiary) are included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by the relevant government agencies,
 - (e) there is reasonable suspicion of fraudulent, and/or any illegal activity;
 - (f) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law; or
 - (g) if we receive any order, instruction, notice and/or directive from any Appropriate Authority to do so.

8. FEES AND CHARGES

- 8.1 For each Transaction, you are required to pay certain Fees and Charges which is due at the time you submit the Transaction. To pay for such Fees and Charges, you authorised us to access, charge or debit funds from your Available Balance. The specific amount of Fees and Charges you are required to pay will be indicated in "Send Money" field in the Mobile App. Additional fees may apply when you submit a Transaction that results in non-sufficient fund or chargeback. You agree to reimburse us for any Fees and Charges incurred. We will charge or debit funds from your Available Balance as and when it becomes available.
- 8.2 While we are committed to providing a transparent service at all times, there may be some costs which we may be unaware of that the Receiver or you may incur as a result of using the Service. Such cost and expenses may include local tax and charges payable in the destination

country, bank charges, administrative charges, and/or other service charges. All these will be billed under Fees and Charges.

- 8.3 Your mobile phone carrier may apply data or cellular phone charges for the Transaction. Please contact your carrier to identify the cost related to the use of such Service.

9. FOREIGN CURRENCIES

- 9.1 Money transfer payment will be made in the currency of the destination country. The exchange rate for the money transfer is indicated to you after selecting the destination country, the amount you intend to transfer and clicking on “Calculate”.
- 9.2 The currency will be converted at the time of the transfer and the Receiver will receive the foreign currency amount shown during the transfer process. However, in some countries local regulations require money transfer to be converted only when they are paid out. If you are sending the funds to one of these countries, the exchange rate shown in your Mobile App is only an estimate, and the actual exchange rate will be determined at the time of payment. If you do not agree to the exchange rate, please do not proceed with the Transaction.

10. EXCLUSION OF LIABILITIES

- 10.1 In addition to those limitation, waiver, exclusion of liability set out in the DW Terms, we shall not be liable to you for any Claim and Losses, including Consequential Loss for: -
- (a) incomplete or wrong information that you or a third party provided;
 - (b) funds cannot be released to the Receiver;
 - (c) delay for processing of Transaction; and/or
 - (d) funds you sent were lost, destroyed, delayed, misdirected, improperly credited, not processed, or not received by the Receiver or Receiver bank.

11. IN CASE YOU ARE WONDERING ON TOPICS NOT COVERED HERE

- 11.1 If you can't find any topics here, we have it covered under the DW Terms. So, please refer to that document as the terms and conditions applies to you too.