

TERMS AND CONDITIONS – FPX

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In the event there is any conflict or inconsistency between these terms and any other terms of use that appear on the Sites, these terms will govern. However, if you navigate away from the Sites to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site.

Definitions

In this terms and conditions, "You", "Yours" means any person or entity using FPX (“Service”), unless otherwise stated. “PayNet”, "We", “Us” or "Our" will refer collectively to Payments Network Malaysia Sdn Bhd Sdn Bhd (836743-D) as the owner and operator of FPX unless otherwise stated. All references to a “Financial Institution” refer to the FPX participating bank(s) that offers the Internet Banking facilities that you are dealing with. All references to a “Merchant” refer to the FPX participating merchant(s) or seller(s) that subscribe to FPX as one of the payment options. All references to an “Acquirer” refer to the participating “Financial Institution” and/or “non-Financial Institution” who acquires Merchants to subscribe to FPX.

The Service

By accessing and using this page you hereby agree and accept the terms and conditions for FPX as contained herein. If you do not accept these terms, please immediately discontinue your access to this page. We may change the terms periodically without prior notice, so please check them from time to time as your continued use of this page signifies your acceptance of any changed term.

Disclaimer

We are not responsible for interruptions or limitations to the Service which are caused or arise from the Merchant’s and/or the Financial Institution’s, as the case maybe, system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, hacking or malicious viruses, or misuse of the internet network. You agree that the Service may be interrupted due to maintenance, updates or system or network failures and we disclaims all liability for damages caused by any such interruption or errors in functioning.

We are not responsible for any service outages, loss of data, inability to retrieve data, or service limitations or interruptions which are caused or arise from act or omission of the Merchant(s)

and/or the Financial Institution(s). We are not liable for any incidental, punitive or consequential damages caused or arise out of such events.

While every care will be taken by us to provide the Service and ensure a high level of security, we disclaim all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of your data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of our Service(s). Further, we cannot guarantee and does not warrant the accuracy of any data delivered to us by the Merchants who sells their products to you. By accessing and using this Page, you expressly understand and agree that we disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material that we receive from the Sites, Merchant(s) and Financial Institution(s). We disclaim any responsibility for the deletion, failure to store, mis delivery, or untimely delivery of any information or document derived from the system and Sites.

We make no warranty that:

- the Service and the Sites will meet your requirements;
- the Service will be uninterrupted, timely, secure or error-free; and
- the results that may be obtained from the Service will be accurate or reliable.

We disclaim all liability for impossibility of access, poor use conditions caused by inappropriate equipment, disturbances attributable to internet service providers, saturation of the internet network or due to any other reason. We make no warranties or representations for the delivery of messages sent through our system to anyone.

Personal Data

We may collect your personal information such as email address for the purpose of sending you a written confirmation status of your payment instruction via FPX. This personal information is optional and will only be collected when you provide the details when completing the form in this page.

For explanation of PayNet's policy related to collection, use, and process of your personal data, please read the Privacy Policy. By accessing and using this page, you hereby consent and agree to the terms specified in the Privacy Policy with respect to our processing of your personal data. If you do not consent to the said terms, kindly contact us at the contact details provided in the Privacy Policy.

Online payment processing service

FPX facilitates a purchase made by you from a Merchant that is acquired by the Acquirer for FPX. This page stores information from you, such as payment instructions and personal information. We process payment transactions through FPX network or through a participating Acquirer, as applicable. When you choose to pay for purchases made with FPX, you authorise us to submit charges (and, in the case of refunds, credits) to your Financial Institution. We will assist in accessing and processing the payment request via FPX. Purchases made through FPX are also subject to the terms governing you and your Financial Institution.

You may not use FPX to process payment transaction or transfer money between you and the Merchant that is unrelated to a purchase of a product/service. FPX may not be used to facilitate the purchase of cash equivalents or any illegal goods or services or for any other underlying illegal transaction.

You acknowledge and agree that your purchases through FPX are transactions between you and the Merchant and not with us.

By using FPX, you authorise the use of FPX to complete a payment request to the Merchant, and you authorise us to process the payment transaction with the Financial Institution that you have chosen.

You are responsible to obtain a transaction receipt from the Merchant when you use FPX to make a payment for the purchase. We are under no obligation to provide you with a receipt or other written confirmation in connection with the payment transaction made with an online Merchant.

If you have an enquiry regarding a payment made with FPX, or you believe there has been an error or unauthorised transaction regarding a payment transaction using FPX, please contact us at customersupport@paynet.my

Release

You hereby agree to release PayNet (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) including legal costs on full indemnity basis of every kind and nature that you may incur or suffer arising out of or in any way connected with dispute between you and the Merchant(s) or between you and the Financial Institution(s).

Links

Links from or to websites outside of this page are meant for connecting to the Financial Institution's Internet Banking log-in pages to initiate payment via FPX. Such linked log-in pages are owned and operated by third parties and as such are not under the control of PayNet. Therefore, PayNet is not responsible and makes no warranties in respect of the contents of those websites or pages, the third parties named therein or their products and services. Furthermore, the links provided in this page shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and PayNet will not be responsible or liable for any damages losses and actions which may arise out of or in connection with the linking of the website. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to this page.

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This exclusion clause shall take effect to the fullest extent permitted by law.

Indemnity

You hereby irrevocably and unconditionally agree to indemnify and keep indemnified PayNet from all actions, liabilities, claims, losses, expenses and damages, including any legal fees that may be incurred by PayNet in connection with or arising from:

1. your use or misuse of this page and the service(s) provided herein, or
2. your breach of these terms howsoever occasioned, or
3. any intellectual property right or proprietary right infringement claim made by a third party against PayNet in connection with your unauthorised use of such intellectual property rights on this page.

Access Termination

PayNet reserves the right to suspend your access and/or your use of this page at any time should you violate any of these terms and conditions, and/or the privacy policy.

Taxes

It is your responsibility to determine, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect or remit the correct tax to the appropriate tax authority. We are not responsible to determine, collect or remit the applicable taxes from any transaction unless stated otherwise. All fees related to our services are excluding any taxes or other deductions, unless stated otherwise. Any deduction or payment for any taxes is your sole responsibility.

General

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this page and using FPX, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this page.

PayNet makes no representation that the materials, information, functions and/or services provided on this page are appropriate or available for use in jurisdictions other than Malaysia.

PRIVACY POLICY

Privacy Policy

This policy describes the way we collect, store, use and protects your personal information. You accepted this policy when you signed up for our service(s). We may change the terms of this policy at any time, so please check them on this page, from time to time, as your continued use of this page signifies your acceptance of any changed term.

Information we collect

We collect certain personal information about you from the information you submit on this page; the information we collect from the Financial Institution and non-Financial Institution; and the information we collect from other sources. The information you give to the Financial Institution that we may collected may include your name, email address, national registered identification number, phone number, financial account information such as bank account number and any other information that is required to assist and complete the transaction made using FPX.

Use of Information we collect

This notice relates specifically to submission of your personal information on this page to PayNet. We use your personal information for a number of reasons, including:

- to process your payment for purchases of products and services via FPX;
- to inform you about our products, events or promotional purposes;
- to respond to your enquiry and requests for information;
- to maintain appropriate records for internal administrative purposes;
- to detect, prevent or investigate security /peaches or fraud.

Release of information

Any personal data collected from an individual is for the purpose of transaction made using FPX. We do not disclose your personal information to any third party except when allowed or required by the law.

Rights and Storage

We will retain your personal information for as long as your personal information is needed to provide you our service(s). Your personal information is used, processed and stored in accordance with the all-applicable laws relating to personal information. Any enquiries regarding your personal information, please contact us at customersupport@paynet.my

Use of cookies

We do not use cookies to gather information. Cookies are pieces of information that most sites place on your computer to help "customise" your visit to the site. For example, a cookie will allow you to trace previously visited pages, such as your screen name or where you left off in a game. Most websites use cookies exactly for this purpose.

Web Cache

FPX system does not accommodate any web caching to prevent storing of files/data in the hard disk cache and ensuring confidentiality of customer/business partner information.

DISCLAIMER

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