



TERMS AND CONDITIONS OF KITS STYLE APPS

1.0 INTRODUCTION

- 1.1 The Services (hereinafter defined) is made available by Keretapi Tanah Melayu Berhad (Company No.: 199101015631 (225943-T)) (hereinafter **“KTMB”**, **“we”**, **“us”**, or **“our”**), a White Label (as defined hereinafter) e-wallet partner of ManagePay Services Sdn. Bhd. (Company No.: 200001014035 (516641-W)) (**“MPay”**) and is subject to the T&C (as defined hereinafter). KTMB has entered into an arrangement with MPay to offer white labelling e-wallet service to our Users under the brand name of **“KITS”** while the ultimate responsibility and liabilities remain with MPay in managing the e-money funds and operations.
- 1.2 You acknowledge that you have read and fully understood the T&C prior to your access to and use of the Services. Your activation and use of the Services constitutes your unconditional acceptance of the T&C as may be amended by KTMB from time to time. Any person that you allow to access the Services using your account shall also be bound by the T&C. If you do not accept the T&C, please do not continue with the registration process or activation.

2.0 DEFINITIONS

Unless where the context otherwise requires, the words and expressions set out below shall have the following meanings:

- “AMLA”** means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, as may be amended from time to time;
- “Applicable Laws”** means, with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction to which such person is subject;
- “Available Balance”** means the amount of money which is standing in credit in KITS Wallet;
- “Business Day”** means a day on which banks are open for business in Kuala Lumpur (other than a Saturday or Sunday or gazetted public holidays);

“Charges”	means any charges, fees or subscriptions;
“Daily Limit”	means an amount not exceeding Five Thousand Ringgit Malaysia (RM5,000) only ;
“Devices”	means electronic devices including but not limited to computer, laptop, tablet, mobile phones and/or smart watch;
“e-KYC”	refers to electronic Know Your Customer (KYC), which is the online process of verifying the identity of the Users;
“Force Majeure”	means any cause beyond our reasonable control affecting the performance of our obligations hereunder including, but not limited to, acts of God, riots or civil disorder, war or military operations, national or local emergency, acts or omissions of government, industrial disputes of any kind (not involving the affected party's own employees), fire, flood, lightning, explosion, subsidence, inclement weather, epidemic, pandemic, disruption of telecommunication infrastructure and/or services, outbreak of disease and acts or omissions of persons or bodies beyond our reasonable control;
“FPX”	refers to Financial Process Exchange, which is a Malaysia-based payment method adopted by us to allow the Users to top up or reload their KITS Wallet using their bank credentials;
“Funding Sources”	means FPX or any other methods as may be made available in the KITS Style App from time to time;
“KITS Style App”	means the mobile application of KITS Style;
“KITS Wallet”	means your e-wallet account which is: (a) account created when you registered with us; and (b) which records, among other things, the amount of e-money which is made available to you;
“KITS Wallet QR”	refers to a specific payment method for KTM Komuter;
“KTM Komuter”	means the Klang Valley Komuter and Komuter Utara;
“KTM Mobile App”	means the current official mobile ticketing application of KTMB;
“KTM Wallet”	means the stored-value electronic wallet functionality integrated into KTM Mobile App;

“MOTP”	refers to Mobile One Time Password, a one-time six (6) digit passcode that would be generated via the KITS Style App to the mobile number registered by the Users on our record;
“Pin”	means a (6) six digit security pin;
“Privacy Policy”	means a policy statement that discloses the ways we gather, use, disclose and manage personal data in accordance with the Personal Data Protection Act 2010;
"Rail Points"	means the loyalty points issued and managed within the KITS Style App;
“Registrar”	means the Registrar of Unclaimed Moneys appointed under the Unclaimed Moneys Act 1965;
“Services”	means the services provided by us and MPay to you, including but not limited to e-wallet fund transfer, bill payment, merchant payment, mobile top up and/or any other services, features or functionalities made available or withdrawn by us from time to time;
“T&C”	means these KITS Style terms and conditions;
“Users”	means our customers who are authorized to use the Services provided by us on the KITS Style App and “User” shall be construed accordingly;
“Wallet Limit”	means an amount of Ten Thousand Ringgit Malaysia (RM10,000) only ; and
“White Label”	means an arrangement between an issuer of e-money and a partner or other entity to allow such partner or entity to offer e-money to their customers under their own brand, while the ultimate responsibility remains with the issuer of e-money in managing the e-money funds and operation.

3.0 ELIGIBILITY

- 3.1 For the registration of a KITS Wallet, you shall provide us with the required documents and/or information for the purpose of identification in order for us to assess your eligibility.
- 3.2 You must be a minimum of eighteen (18) years old. If you are twelve (12) years old and above but below eighteen (18) years old, you shall ensure that the

consent of your parents or legal guardian is obtained before registering a KITS Wallet with us.

- 3.3 **For users in this age group, the registration process requires submitting a clear copy of the identifying parent's or legal guardian's government-issued ID (e.g., NRIC, Passport) as a mandatory condition to demonstrate and validate the consent.** The parent or legal guardian agrees to be jointly responsible for all activities conducted through the wallet.
- 3.4 We will perform an e-KYC before approving your application in order to comply with the provisions of the AMLA and other Applicable Laws. We shall have the absolute discretion to determine your eligibility and the right to reject your application and/or refuse the provision of Services to you, at any time, without liability. Our decision is final and conclusive and shall be binding on you.
- 3.5 You shall provide us with accurate and complete information and keep that information accurate, complete and up to date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate the provision of the Services to you if the information provided by you is found untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.

4.0 REGISTRATION OF AN ACCOUNT

- 4.1 To register a KITS Wallet with us, you shall download the KITS Style App from either the Google Play Store, Apple App Store, or Huawei App Gallery only and shall refrain from downloading the KITS Style App from any other unauthorized sources.
- 4.2 In connection with the foregoing, you shall create a username and Pin during registration. For security purposes, we strongly suggest you change your Pin at least once in ninety (90) days. In addition to the username and Pin, you may set up biometrics to access your KITS Wallet.
- 4.3 You shall:-
 - a) always keep the username and Pin totally confidential and not reveal them to any third parties.;
 - b) commit the username and Pin to memory and not record them in a written or electronic form,

- c) not allow any unauthorized person have access to your Devices which you usually use to access your KITS Wallet or leave the Devices unattended while using the Services;
 - d) not disclose or reveal your personal or confidential information to any third parties over email, Short Message Service (SMS) or phone call even if it is purportedly from us; and
 - e) not use the Services if your Devices are not free of any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties.
- 4.4 You hereby acknowledge that we shall in no way be held responsible or liable if you incur any loss because of compromise of a username and Pin by you, and that further agree to fully indemnify and hold harmless us in respect of the same.
- 4.5 We reserve the right to lock or suspend your KITS Wallet in any event that your username or Pin is wrongly entered after several incorrect attempts, up to such number (at present three (3) failed attempts) as may be decided by us from time to time.

5.0 KITS WALLET REGISTRATION

- 5.1 Upon registration and activation of your KITS Wallet, your KITS Wallet shall have a Wallet Limit and no transaction using the KITS Wallet may exceed the Wallet Limit.
- 5.2 Your KITS Wallet shall only hold the Available Balance in the lawful currency of Malaysia, which is known as “Ringgit Malaysia” or “RM”.
- 5.3 You may choose to top up your KITS Wallet via any of the Funding Sources. By selecting a particular Funding Source, you hereby acknowledge and agree to the terms and conditions imposed by our processing partners and your financial institution. You shall bear all fees that may be charged by such processing partners and/or your financial institution for the Funding Source you have selected.
- 5.4 The minimum reload amount for your KITS Wallet is RM10.00.
- 5.5 We reserve the right to impose Charges for the use of certain Services, if such Charges are required. Some Services may be chargeable as indicated on the KITS Style App and in any accompanying terms and conditions, including but not limited to a Fifty Cents (RM0.50) service fee for fund transfer from KITS Wallet to your current account or savings account with a licensed onshore bank in Malaysia.

- 5.6 In the event any selected merchant(s) may provide a refund option in relation to the payment for any purchase of goods and/or services in accordance with its after-sale service policy, such refund shall be subject to the following:
- a) the refund process shall be subject to the respective merchant's refund policy and any terms and conditions imposed on such refunds;
 - b) the method of refund shall follow the same method as payment;
 - c) your KITS Wallet shall not be inactive for a continuous period of not less than (7) years; and
 - d) in the event your KITS Wallet balance would exceed the Wallet Limit after the completion of the refund process, the refund process will automatically fail. You would then be required to obtain a different refund method or process from the merchant.
- 5.7 You may check the Available Balance in your KITS Wallet on the KITS Style App. The Available Balance set out in the KITS Style App shall serve as conclusive evidence of the Available Balance in your KITS Wallet.
- 5.8 We have the absolute right to forfeit and/or suspend the Available Balance in your KITS Wallet where the transaction is or may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you are in breach or there is reasonable ground to believe that you have breached any of the provisions of the T&C.
- 5.9 If your KITS Wallet has not been active for a continuous period of not less than seven (7) years, it shall be deemed dormant and we have the absolute discretion to deactivate your KITS Wallet and lodge the unclaimed Available Balance in your KITS Wallet with the Registrar. You may recover these unclaimed Available Balance directly from the Registrar less any fees or charges that may be imposed, with no further recourse to us.

6.0 KITS WALLET AND KITS WALLET QR

- 6.1 By using the KITS Wallet and KITS Wallet QR, you agree to be bound by the T&C. The KITS Wallet is an e-wallet function within the KITS Style App that allows you to perform cashless transactions. You must download the KITS Style App and complete the required signup and verification processes to activate and use the KITS Wallet.
- 6.2 You are responsible for providing accurate and complete information during the signup process. You must secure your account details and are solely responsible for all activities that occur under your account. The KITS Wallet QR uses a

dynamic QR code for security and all transactions are encrypted to protect your information.

- 6.3 You can add funds to your KITS Wallet through accepted methods, including online banking transfers from a bank account or credit/debit card. The funds in the KITS Wallet can be used for various purposes, including:
- a) making online purchases such as KTMB train tickets, or auto insurance;
 - b) transferring money to other Users;
 - c) paying bills and topping up mobile phones;
 - d) making QR payments at selected merchant partners.
- 6.4 To use KITS Wallet QR, you must generate a dynamic QR code within the KITS Style App and scan it at the designated Automated Collection Gate (ACG) at the station. Use of KITS Wallet QR on KTM Komuter is governed by KTM Komuter's latest rules. By using this feature, you agree to abide by those rules.
- 6.5 You can review your transaction history within the KITS Wallet section of the app. In case of a fare or transaction discrepancy, you should contact us with your transaction details for assistance. We are not responsible for any issues arising from incorrect use of the service.
- 6.6 The availability of KITS Wallet and KITS Wallet QR services is not guaranteed. While efforts are made to ensure seamless operation, technical issues may occur. If your QR code fails to scan, you should try the recommended troubleshooting steps: ensure your screen is clean and bright, restart the app or check your internet connection. Continued issues should be reported to us.
- 6.7 We are not liable for any loss, damage or unauthorized use of your wallet or funds including but not limited to issues arising from a lost or stolen phone or your failure to secure your account details. The use of KITS Wallet and KITS Wallet QR is at your own risk.
- 6.8 We reserve the right to modify the T&C at any time without prior notice. Continued use of the KITS Wallet and KITS Wallet QR after any such changes constitutes your acceptance of the new terms. You should regularly review the T&C for updates.

7.0 FUNDING SOURCES

- 7.1 You may choose to reload your KITS Wallet by using the Funding Sources.
- 7.2 You agree that we may verify and authorize the Funding Source details when you first register the Funding Source with us as well as when you use the Services.

- 7.3 We have the sole and absolute discretion to suspend the processing of any transaction where we reasonably believe that the transaction may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the T&C.

8.0 FUNDS TRANSFER

- 8.1 You may request to transfer the funds to or receive the funds from other Users or withdraw the funds to a designated account with a licensed onshore bank in Malaysia, provided there are sufficient funds in your KITS Wallet and subject to the Daily Limit.
- 8.2 We will process your request of funds transfer or withdrawal received through KITS Style App provided there are sufficient funds available in your KITS Wallet. We shall have the sole and absolute discretion to reverse or refuse transfers or withdrawal of the funds at any time and not be responsible or liable for any omissions or delays to make funds transfer due to circumstances beyond our control.
- 8.3 You may transfer funds to other Users, withdraw to your Malaysian bank account or transfer to your KITS Style Mastercard, subject to sufficient balance and the Daily Limit, provided all recipient details are accurate, with failed transactions automatically refunded to your KITS Wallet.
- 8.4 You shall be responsible for keying in the correct KITS Wallet account details or bank account details of the intended beneficiary for the request of funds transfer or withdrawal and in no event shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete KITS Wallet account details or bank account details of the intended beneficiary.

9.0 BILL PAYMENT AND MERCHANT PAYMENT

- 9.1 You may make bill payment to various service providers through the KITS Style App as made available by us from time to time by entering your Pin.
- 9.2 You shall be responsible for providing the correct details of the intended service provider and all the relevant billing details as may be requested on the KITS Style App and in no event shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete details as requested or any reason whatsoever.
- 9.3 You shall make the bill payment between (1) one to (5) five Business Days prior to the due date of the bill, depending upon the biller and which may vary from biller to biller, and in no event shall we be held responsible or liable for any

charges, claims, costs or damages caused by or arising from the late bill payment or any reason whatsoever.

- 9.4 We may introduce or provide the facility of payment for transactions executed either online or in-store purchases with different merchants from time to time and you may make payment to such merchants by entering your Pin and presenting the KITS Wallet dynamic QR code.
- 9.5 In no event shall we be held responsible or liable for failure or delay of such transactions or any informational content provided by the merchants or for any deficiency in the products and/or services offered by the merchants.

10.0 MOBILE TOP UP

- 10.1 You may top up or reload any mobile prepaid credit through the KITS Style App from time to time by entering your Pin.
- 10.2 You shall be responsible for providing the correct details of the respective mobile and any other details as may be requested on the KITS Style App and in no event shall we be held responsible or liable for any claims, costs or damages caused by or arising from any erroneous transactions incurred arising out of the incorrect or incomplete details as requested or any reason whatsoever.
- 10.3 You shall make the top up between (1) one to (5) five Business Days prior to the expiry of the validity of the mobile account becomes expired, depending upon the telco operator and which may vary from operator to operator, and in no event shall we be held responsible or liable for any charges, claims, costs or damages caused by or arising from the expiry of the validity of the mobile account or any reason whatsoever.

11.0 KTM WALLET MIGRATION TO RAIL POINTS

- 11.1 Users with a positive balance in their KTM Wallet are required to migrate their balance to Rail Points for continued use. The KTM Mobile App will be decommissioned and cease all functionality after **31 December 2026**. After this date, all transactions and points management must be conducted solely via the KITS Style App.
- 11.2 The KTM Wallet balance will be converted to Rail Points at a rate of 1 Malaysian Ringgit (RM1.00) only = one hundred (100) Rail Points. For example, a balance of Ten Ringgit Malaysia (RM10.00) only will be converted to 1000 Rail Points. The conversion is a one-way, irreversible process. Once converted, the Rail Points cannot be reverted to cash or a wallet balance.
- 11.3 Converted Rail Points can be used for the purchase of our eligible products and services including train tickets (ETS, KTM Komuter, Intercity and others).

Users are permitted to use a portion of their Rail Points for a purchase and settle the remaining balance using other accepted payment methods.

- 11.4 Converted Rail Points will expire after two instances of 31 December from the date of conversion. For example, if points are converted on 15 June 2026, they will expire on 31 December 2027. No extensions will be granted except at our sole discretion.
- 11.5 Once converted, Rail Points cannot be redeemed for cash or transferred to another User.
- 11.6 We reserve the right to freeze any account suspected of fraudulent activity during the migration process. Submission of false claims or information may result in account suspension.
- 11.7 By proceeding with the migration, the User acknowledges and agrees to be bound by the T&C.

12.0 REFUND POLICY OF KITS WALLET

- 12.1 In any event you discover any error or discrepancy ("**Disputed Sum**") in your KITS Wallet ("**Disputed Transaction**"), you must contact us within thirty (30) days from the date of the Disputed Transaction, failing which you shall be deemed to have accepted the accuracy of your transaction.
- 12.2 If it is revealed in the course of our investigation that the Disputed Transaction is indeed made in error, we will refund the Disputed Sum directly to your KITS Wallet upon completion of the investigation within thirty (30) days from the date the investigation results is out.
- 12.3 Notwithstanding anything to the contract, any refund by us may be based on preliminary investigation result and shall not, in and of itself, be deemed to have completed the investigation. Upon completion of the full investigation, if it is discovered that you are not entitled to the refund, we may, in our sole and absolute discretion, either adjust your KITS Wallet and deduct the refund from your KITS Wallet or claim refund sums from you.
- 12.4 In the event any incorrect sum is deducted from your KITS Wallet, we shall have the right to make the necessary adjustment or deduction from your KITS Wallet.
- 12.5 We reserve our right not to refund any Disputed Sum to you if we believe you acted contrary to any provisions of the T&C.
- 12.6 You agree and consent to the use by us and/or our employees, personnel, and advisors of any information and/or documents related to you, the particulars of the Disputed Transaction or any designated account relating to the Disputed

Transaction for the purpose of investigating any claim or dispute arising out of or in connection with the Disputed Transaction and that this consent shall survive the termination of the Services. You further agree that in the event of a dispute or claim of any nature arising in respect of the Disputed Transaction, the records of the Disputed Transaction generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

- 12.7 For the avoidance of doubt, any of our determinations and decisions on the investigation in relation to the Disputed Transaction as aforesaid shall be final and conclusive. You shall further indemnify and hold us and our subsidiaries, affiliates, attorneys, agents, directors, officers, employees and/or assignees harmless from any losses that you may suffer therefrom.

13.0 REFUND POLICY OF TICKETING TO RAIL POINTS

- 13.1 Unless otherwise expressly stated, all approved refunds including but not limited to ticketing refunds, shall be issued **solely and directly in Rail Points**. No cash refunds, bank reversals, credit card reversals, or any other form of monetary reimbursement will be provided.
- 13.2 Rail Points shall be issued based on the conversion rate of: **RM1 = 1 Rail Point**. Rail Points hold value solely within the KITS platform and do not carry any real-world monetary or cash value.
- 13.3 Rail Points issued as a refund will be credited directly to your Rail Points balance upon approval of the refund, unless stated otherwise.
- 13.4 Rail Points issued to you are **non-transferable, non-exchangeable, and non-refundable**, and may only be used for eligible services within the KITS platform. Rail Points may be subject to an expiry period, after which unused Rail Points will be automatically forfeited.
- 13.5 Rail Points will expire after two instances of 31 December from the date of issuance. For example, if points are issued on 15 June 2026, they will expire on 31 December 2027. No extensions will be granted except at our sole discretion.
- 13.6 Rail Points may only be used for eligible transactions and services offered within the KITS platform. We reserve the right to vary the eligibility of transactions at any time without prior notice.
- 13.7 In the event that a refund is issued in Rail Points based on preliminary investigation results, and subsequent investigation reveals that you were not entitled to such refund, we may, in our sole and absolute discretion, deduct the equivalent Rail Points from your KITS Wallet or seek recovery from you.
- 13.8 By using the KITS Wallet and KITS Services, you acknowledge and agree that **all refunds (including refund of any Disputed Sum) may be issued**

exclusively in Rail Points, and such issuance shall constitute a full and final settlement of the refund obligation under these T&C.

14.0 PERSONAL DATA

14.1 By registering a KITS Wallet with us, you hereby acknowledge and agree to the collection and processing of personal data by us in relation to the Services and our Privacy Policy which can be found at <https://www.ktmb.com.my/>. With your personal data, we reserve the right to disallow, restrict or suspend the access and/or use of our Services or the provision of the level of service you expect.

14.2 This Clause 14 shall be read together with our Privacy Policy. In the event of any inconsistencies, our Privacy Policy shall prevail.

15.0 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

By using the KITS Style App or the Services, you represent, undertake and warrant that:

- a) you have the full power, right, authority and capacity to enter into, perform and comply with the provision of the T&C;
- b) the provision of documents and/information by you are accurate, current and complete. In any event if there is any matters or changes of the documents and/or information, you shall be responsible to maintain and update your documents and/information and keep it accurate, current and complete;
- c) you shall only use of the Services for your own sole and personal use and you shall not authorize others to use your KITS Wallet and assign or otherwise transfer your KITS Wallet to any other person or entity;
- d) you shall only use the KITS Style App and the Services for lawful purpose and for the purpose which it is intended to be used;
- e) you shall download or have downloaded the KITS Style App from either the Google Play Store, Apple App Store or Huawei App Gallery only and you shall be fully responsible for any losses, damages or claims you may suffer in anyway whatsoever as a result of the download of the KITS Style App through any other unauthorized sources;
- f) you shall not impair the proper operation of the KITS Style App or the Services by facilitating any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate or gain unauthorised access to any system, data or information in relation to the KITS Style App or Services;

- g) you shall not infringe the intellectual property rights belonging to us or of the respective intellectual property right owners, including but not limited to using any robot, spider, other automatic device or manual process to monitor or copy the KITS Style App or Services without our prior written permission;
- h) you shall duly comply with all Applicable Laws.

16.0 TERMINATION

16.1 Notwithstanding the generality of the provisions stipulated herein, we may immediately change the procedures or mode of operation of the Services without assigning any reason or notice to you.

16.2 Notwithstanding any provision of the T&C, we shall be entitled to immediately suspend or terminate the provision of the Services (or any part thereof, including any benefits under the Services) to you and your access to the KITS Wallet, without any obligation to give any reason thereof, on the occurrence of any of the following events:

- a) in our opinion, there is dishonesty, suspected fraud, abuse, not used in good faith, not use as intended, illegality, criminality or misrepresentation in the conduct of your KITS Wallet or your use of the Services;
- b) if you are in breach or there is reasonable ground to believe that you have breached any of the provisions of the T&C or any guidelines or policies issued by us from time to time in relation to the Services, or have engaged in any conduct prejudicial to us, or if in our opinion, your acts are prejudicial to our interest;
- d) you have submitted false documents or have declared false information during your application for the Services;
- e) you have acted in bad faith or with malicious intent;
- f) you have been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad;
- g) you have been included in our internal watchlist or any watchlists of any relevant government bodies or authorities;
- h) you are from a sanctioned or high-risk country;
- i) you or your KITS Wallet has been detected for money laundering, terrorism financing, fraudulent, illegal, and other suspicious activities;

- j) you fail to provide any additional documents and/or information which we may request from you from time to time; and/or
 - k) if we consider that such termination or suspension is necessary for national interest, in the interest of national security or for the purposes of Government/our policy or public policy. For the purposes of this Clause, what constitutes “national interest”, “interest of national security”, “Government/our policy” and “public policy” shall be solely made and determined by us and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.
- 16.3 Upon termination of the Services pursuant to Clause 16.2, we may notify you of such termination whereupon you must ensure that you provide to us the correct bank account details and any other documents and/or information as may be required to enable us to refund the Available Balance to your bank account within fourteen (14) Business Days or within fourteen (14) Business Days upon receipt of the correct bank account details and any other documents and/or information, whichever is later and applicable. For the avoidance of doubt, you hereby agree that you shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever. You further agree that the Available Balance refunded by us, if any, shall constitute as a full and final settlement between KTMB and you.
- 16.4 You may, at any time, terminate the Services by providing notice of termination through the KITS Style App only. Upon termination, if there is any Available Balance remaining in your KITS Wallet, you are required to provide accurate and complete bank account details and any other information as may be reasonably required by us to facilitate the refund the Available Balance. We will process the refund to your designated bank account within fourteen (14) Business Days from the date of receipt of all required information. If there is no Available Balance in your KITS Wallet, the Services shall be deemed terminated immediately upon our receipt of your termination notice via the KITS Style App.
- 16.5 In the event you fail to claim or withdraw the Available Balance within the prescribed period upon termination of the Services pursuant to Clause 16.2 or 16.3, such funds may be classified as unclaimed moneys under the Unclaimed Moneys Act 1965 and shall be dealt with in accordance with the provisions of the said Act, including remittance to the Registrar.
- 16.6 We shall not be obliged to make the refund of the Available Balance pursuant to this Clause 16, until and unless clearance has been obtained from the relevant authorities, if applicable.

16.7 You hereby acknowledge that we shall in no way be held responsible or liable for any claims, costs or damages caused by or arising from the incorrect or incomplete bank account details or any other documents and/or information and further agree to fully indemnify and hold harmless us in respect of the same.

16.8 The provisions of this Clause 16 are without prejudice to our other rights and remedies under the T&C or the Applicable Laws.

17.0 INDEMNITY

By using the Services, you hereby agree to defend, indemnify (and keep indemnified) and hold us, our subsidiaries, affiliates, attorneys, agents, directors, officers, employees and/or assignees, harmless from and against any and all claims, damages, costs, judgments, losses or expenses (including reasonable attorneys' fees), arising out of or in connection with:

- a) your use of the KITS Style App and/or the Services;
- b) your violation or breach of any provisions of the T&C or any Applicable Laws;
or
- c) your violation or infringement of any rights of any third party.

18.0 LIABILITY

18.1 The Services is provided on an "as is" and "as available" basis. We disclaim all liability and make no express or implied representation or warranties of any kind in relation to the Services including but not limited to:

- a) the use of the KITS Style App and/or the Services will be secure, timely, uninterrupted or error-free;
- b) the operation of the KITS Style App and/or the contents and provision of Services will meet your requirements or expectations;
- c) the errors or defects in the operation and functionality of the KITS Style App will be corrected;
- d) the KITS Style App and/or the contents of the Services are free of any viruses, trojan horses, malware, worms or anything else which has contamination or destructive properties;
- e) any stored data will be accurate or reliable; and
- f) any advice or information, whether oral or written, obtained by you from us or our merchants or any third parties will be accurate or reliable (save

for any fraudulent misrepresentation) as to the operation of the KITS Style App or the information in relation to the Services provided by us.

- 18.2 Notwithstanding anything to the contrary contained herein, our maximum liability shall not exceed in aggregate the sum of Ten Thousand Ringgit Malaysia (RM10,000) only or an amount equivalent to the aggregate sum of the Available Balance of your KITS Wallet at the date on which your claim arises, whichever is the lesser.

19.0 INTELLECTUAL PROPERTY RIGHTS

- 19.1 All trademarks and other intellectual property rights used in relation to the Services shall belong to us or of the respective intellectual property right owners. Nothing contained on the KITS Style App should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on KITS Style App without our written permission or such third party that may own the intellectual property displayed on KITS Style App.
- 19.2 You hereby acknowledge and agree that all trademarks and other intellectual property rights in relation to the Services or any part thereof, whether presented to you by us or the respective intellectual property right owners are protected by the Applicable Laws and all our rights therein are expressly reserved.

20.0 FORCE MAJEURE

- 20.1 Notwithstanding the generality of the provisions stipulated herein, we shall not be liable to you or be deemed to be in breach of the T&C by reason of any delay in performing, or any failure to perform our obligations herein if the delay or failure was due to a Force Majeure event, provided that we shall as soon as practicable, make announcement on the KITS Style App to your attention thereof specifying the particulars of the Force Majeure event, the extent to which we are unable to discharge our obligations, the reasons for the inability to discharge our obligations and the estimated period during which we are unable to perform or discharge our obligations.
- 20.2 The Services may occasionally be affected by interference caused by objects beyond our control including but not limited to buildings, underpasses, weather conditions, electromagnetic interference, equipment failure or congestion in the Services. In the event of such interference, we shall not be responsible for any interruption or disruption of the Services.

21.0 TAXES

Our Services may be subject to any applicable taxes under the prevailing laws in Malaysia and you shall be wholly responsible for payment of those taxes in relation to the Services.

22.0 NOTICE

We may, in our sole and absolute discretion serve you a notice under the T&C through any medium of communication as may be deemed fit and appropriate by us, which primarily shall be the KITS Style App. Such notice shall have the same effect as a notice served individually to you.

23.0 LANGUAGE

The T&C is available in English. If the T&C is translated into any other languages than English and there is a conflict between that version and this English version, this English version shall prevail.

24.0 ASSIGNMENT

23.1 We shall have the sole and absolute discretion to assign and/or transfer all or any of our rights, obligations, interests, or benefits under the T&C in whole or in part to any third parties without your consent.

23.2 You shall not assign and/or transfer all or any of your rights, obligations, interests or benefits under the T&C in whole or in part to any third parties.

25.0 SEVERABILITY

In the event any provision of the T&C is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

26.0 WAIVER

Any failure by us at any time to enforce any of the provisions of the T&C shall neither be construed as a waiver of any rights or remedies hereunder nor in anyway affect the validity of the T&C or any part of it. No waiver shall be effective unless given in writing and no waiver of a breach of the T&C shall constitute a waiver of any antecedent or subsequent breach.