

TNG RFID TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **“Corporate Website”** means TNGSB’s corporate website at <http://www.touchngo.com.my>;
- 1.2 **“Fitment Centre”** means TNGSB appointed and authorised sites for fitment services of the TNG RFID Tag;
- 1.3 **“Personal Data”** means any information relating to an identifiable person who can be directly or indirectly identified by the information collected by TNGSB from You;
- 1.4 **“Registration Portal”** means TNGSB website portal for the purpose of registration of the RFID Services at <https://rfidregister.touchngo.com.my/login>;
- 1.5 **“RFID Services”** means services that are facilitated and rendered by TNGSB and/or Service Provider(s) through the use of the TNG RFID Tag;
- 1.6 **“RFID Terms and Conditions”** means these terms and conditions, policies and procedures as may be varied or modified from time to time by TNGSB upon notification to You;
- 1.7 **“Service Provider”** means a merchant, a seller or an organization, where RFID Services are rendered and has agreed to accept payment of their charges through the use of the TNG RFID Tag for their goods and/or services;
- 1.8 **“TNG Digital”** means TNG Digital Sdn Bhd (Company No.: 1256651-M), a subsidiary of TNGSB;
- 1.9 **“TNG eWallet”** means an electronic wallet offered by TNG Digital under the TNG eWallet’s Terms and Conditions which can be found at <https://www.tngdigital.com.my/assets/pdf/user-terms-and-conditions.pdf>;
- 1.10 **“TNG eWallet Account”** means the mobile payment account created when You register for TNG eWallet which store digital money made available at Your smart phone and use to pay charges to Us or Service Provider(s) for the use of Your TNG RFID Tag;
- 1.11 **“TNG RFID Tag”** means the Radio Frequency Identification sticker issued by TNGSB which enable You to pay Us or the Service Provider(s) for goods and/or services whereby the charges will be deducted from Your TNG eWallet Account or any other method of payment, as made available from time to time;
- 1.12 **“TNGSB”** or **“Us”** or **“We”** or **“Our”** means Touch ‘n Go Sdn Bhd (Company No.:

406400-X), a company incorporated in Malaysia and having its registered address at Tower 6, Avenue 5, No. 8, Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur;

- 1.13 “**You**” or “**Your**” means You as the person to whom the TNG RFID Tag has been registered to and issued for the purpose of using the RFID Services in accordance with these RFID Terms and Conditions;

2. GENERAL TERMS

- 2.1. These RFID Terms and Conditions shall govern Your use of the TNG RFID Tag only and not to any other TNGSB’s products.
- 2.2. TNGSB reserves the right, from time to time, to amend, add or delete these RFID Terms and Conditions or any part thereof and shall furnish You with prior written notice on the amendment(s), addition(s) or deletion(s) to the RFID Terms and Conditions, no less than twenty-one (21) days prior to the effective date of such amendment(s), addition(s) or deletion(s) to the RFID Terms and Conditions.
- 2.3. If You continue to use the RFID Services after the effective date of the amendment(s), addition(s) or deletion(s) to the RFID Terms and Condition, You will be deemed to accept such amendment(s), addition(s) or deletion(s).

3. REGISTRATION

- 3.1. You may register for RFID Services by performing an online registration at the Registration Portal at <https://rfidregister.touchngo.com.my/login>;
- 3.2. You must be 18 years old and above to register and need to have the following:
- a) identification documents (i.e. NRIC / driving license / passport);
 - b) a vehicle legally registered with the Road Transport Department Malaysia; and
 - c) a TNG e-Wallet Account.
- 3.3. You must ensure that all information given during the registration process are complete, true and accurate before any activation of the TNG RFID Tag can be done by Us. If the information is incomplete and/or inaccurate, We reserve the right not to activate Your TNG RFID Tag.
- 3.4. Once You have successfully registered for the RFID Services, You can proceed to check Your vehicle information at any of TNGSB’s authorised partner’s website at <https://sureplify.com/touchngo/#/>. If Your vehicle information is not available, You will need to bring the following documents for verification:

- a) a copy of Your vehicle registration certificate (Grant) or valid insurance cover note; and
- b) vehicle owner authorization letter (if the registered owner of the vehicle and the registered TNG eWallet user are different). For a sample of authorization letter, You may refer at <https://rfidregister.touchngo.com.my/supporting-docs>.

4. FITMENT

- 4.1. You may purchase Your TNG RFID Tag by paying the charges as stated in Our Corporate Website at any of the authorised Fitment Centre listed at <https://rfidregister.touchngo.com.my/fitment-centres>. We may vary the charges for TNG RFID Tag from time to time.
- 4.2. Once You have made payment for the TNG RFID Tag via TNG eWallet or any other method of payment, as available from time to time, You will be issued with a TNG RFID Tag. Our agent at the Fitment Centre(s) will conduct the fitment of the TNG RFID Tag onto Your registered vehicle at the designated spot as determined by our agent(s). You may request for a copy of Your receipt for the purchase of TNG RFID Tag.
- 4.3. The TNG RFID Tag is allowed to be fitted on a non-coated and non-filmed headlamp or windscreen only. You must inform our agent at the Fitment Centre(s) if Your vehicle's headlamp or windscreen is tinted or coated with film.
- 4.4. Once fitted and subject to You providing complete and accurate information, Your TNG RFID Tag will be activated within 24 hours and We will send a SMS to the contact number You have provided to confirm activation. The TNG RFID Tag can be used once activated.
- 4.5. Any cancellation of Your TNG RFID Tag purchase can only be made at the Fitment Centre prior to the fitment of the TNG RFID Tag. We will refund the amount paid for the TNG RFID Tag to Your TNG eWallet account.
- 4.6. If cancellation is made after the TNG RFID Tag has been fitted onto Your vehicle, no refund will be made.

5. USE OF TNG RFID TAG

- 5.1. Your TNG RFID Tag can be used at all RFID enabled Service Provider(s).
- 5.2. Your TNG eWallet must always have sufficient balance for the charges to be deducted at any of the RFID enabled Service Provider when using the TNG RFID Tag.

- 5.3. The TNG RFID Tag is non-transferable and must be terminated if You sell off Your vehicle that was used to register for the TNG RFID Tag.
- 5.4. You are advised to use the TNG RFID Tag in accordance to the guidelines and policies issued by Us from time to time and ensure that You do not remove, damage, manipulate, modify or tamper with Your TNG RFID Tag.
- 5.5. If You consistently have issues with Your TNG RFID Tag when use at most of the RFID enabled Service Provider(s), please visit any of Our appointed and authorised Fitment Centre for replacement of the TNG RFID Tag to be carried out, if necessary.
- 5.6. For every purchase of TNG RFID Tag, You are entitled to a complimentary replacement once for each registered vehicle. Any subsequent replacement of Your TNG RFID Tag will be charged at the applicable charges as published at Our Corporate Website.
- 5.7. The use of the TNG RFID Tag at the RFID enabled Service Providers may be subject to additional charges depending on the Service Provider(s), if applicable.
- 5.8. During Your use of the TNG RFID Tag, should You encounter any error(s) or discrepancy(ies) in Your RFID transaction, please get in touch with Us through our official channel of communication within fourteen (14) days from the date of the error or discrepancy in the transaction, failing which, You shall be deemed to have accepted the accuracy of Your RFID transaction.
- 5.9. Any refund arising from the error or discrepancy of the RFID transaction will be processed upon Our receipt of complete information from You less any charges, if applicable.
- 5.10. For any refund due to You, We will credit Your TNG eWallet account within fourteen (14) days upon completion of verification by Us on the error or discrepancy.

6. TERMINATION

- 6.1. You may at any time request TNGSB to terminate the TNG RFID Tag and discontinue the use of the TNG RFID Tag by:
 - i. filling up the termination form which is available at <https://rfid.touchngo.com.my/html/support.aspx>; or
 - ii. walk-in to TNGSB Hubs to report to TNGSB's authorised officer.
- 6.2. Notwithstanding the above, We reserve the right to suspend or terminate the use of the TNG RFID Tag and RFID Services if You remove, transfer or tamper with Your TNG RFID Tag.

7. COMPLAINT AVENUES AND FORMS OF COMMUNICATION

7.1. TNGSB shall communicate with You through either of the following modes:-

- a. e-mail, and such notice shall be deemed to have been received at the time of transmission;
- b. display of notices at all TNGSB Hubs and/or Customer Service Counters; and/or
- c. published at Corporate Website and any official social media channels;

7.2. All notices, requests and/or other communications from You to TNGSB may be communicated to the followings:-

Touch 'n Go Sdn Bhd
Tower 6, Avenue 5, Bangsar South
No. 8, Jalan Kerinchi
59200 Kuala Lumpur
E-mail: careline@touchngo.com.my

7.3. You may also visit any TNGSB Customer Service Counters at:

Customer Experience Centre (CEC)
Ground Floor, Tower 2A, Avenue 5,
Bangsar South, No. 8, Jalan Kerinchi,
59200 Kuala Lumpur

7.4. If Your complaints or matters are not addressed by TNGSB, You may escalate Your complaints or inquiries to the following bodies:-

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

Contact Centre (BNMTELELINK) Tel: 1-300-88-5465
(Overseas: 603-2174-1717)
Fax: 603-2174-1515
E-mail: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P) (formerly known as Financial Mediation Bureau) 14th Floor, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

8. LIMITATION OF LIABILITIES

8.1. **Indemnity**

- a) You shall indemnify Us against all claims, liabilities, losses, damages, proceedings, demands, costs and expenses (including legal fees) which We may sustain or incur directly or indirectly in connection with or arising from the provision or use of the TNG RFID Tag or RFID Services to You due to (i) Your act, omission, breach, fault or negligence in the use of the TNG RFID Tag or RFID Services, (ii) Your breach of or non-compliance with these RFID Terms and Conditions or subsequent amendment(s), addition(s) or deletion(s), if applicable or applicable laws and regulations including the enforcement by Us in respect of the breach or non-compliance. This indemnity shall continue irrespective of the suspension, restriction in the usage of or termination of the TNG RFID Tag or RFID Services.

8.2. **Exclusion of Liability**

- a) TNGSB, its officers, employees and/or agents shall not be liable to You or any third party authorised by or claiming through You for any indirect, consequential loss or damage, expectation loss, loss of income, aggravated and/or exemplary damages suffered by You or any person authorised by You relating to any TNG RFID Tag or RFID Services, however caused including but not limited to breakdown or malfunction of the TNG RFID Tag or the electronic toll payment system, due to attempted or actual acts of terrorism, acts of sabotage, outbreak of epidemics, acts of God or any circumstances beyond TNGSB's control.
- b) TNGSB and/or Fitment Centre shall not be held liable in the event of any loss / damage that shall occur to You during the fitment of the TNG RFID Tag in connection with or arising from Your breach of these RFID Terms and Conditions, fault or negligence.
- c) We shall pay You or any third party authorised by or claiming through You, the maximum amount of RM500.00 or less, whichever is applicable, in the event We are liable to You as determined by any Court or Tribunal of Law.

8.3. **Fraud and Irregularities**

- a) If any fraud or irregularities are detected from the use of Your TNG RFID Tag, TNGSB reserves the right to suspend or terminate Your TNG RFID Tag and TNGSB shall not be held liable or responsible in relation to any claim made by You or any third parties on the usage of the TNG RFID Tag.
- b) TNGSB reserves the right, at its absolute discretion, without incurring any liability in whatsoever form and manner on the part of TNGSB, its officers, employees and/or agents, to invalidate and/or terminate the TNG RFID Tag or to suspend and/or restrict the usage of the TNG RFID Tag or RFID Services at any given time, in the event there is any suspected fraudulent transactions or unauthorised use of the TNG RFID Tag or RFID Services has been reported. TNGSB is not obliged to give its reasons for exercising its discretion to invalidate, terminate, suspend or restrict the usage of the TNG RFID Tag or

RFID Services.

9. PRIVACY NOTICE

9.1. **Personal Data Protection Act 2010**

- a) The accuracy and completeness of Your Personal Data depends on the information You provide. TNGSB shall assume that the information You have provided is accurate, up-to-date and complete unless otherwise informed by You.
- b) You acknowledge that You are aware and give Your consent to TNGSB that the information collected by TNGSB from You ("Personal Data") will be used and/or disclosed in accordance to TNGSB's Privacy Notice as posted on TNGSB's Corporate Website at <http://www.touchngo.com.my> in compliance with the Personal Data Protection Act 2010.

9.2. **Secrecy**

- a) TNGSB acknowledge that the document or information collected by TNGSB from You relating to Your affair or Account as a customer of TNGSB will be only used and/or disclosed in accordance to the secrecy provisions under the Financial Services Act 2013 (FSA).

10. MISCELLANEOUS

- 10.1. These RFID Terms and Conditions shall be governed by and interpreted in accordance with the Laws of Malaysia under the exclusive jurisdiction of the Court of Malaya.
- 10.2. If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.