

TERMS AND CONDITIONS FOR USERS OF ATLAS PAY ("TERMS OF USE")

Last Updated Date : 27 September 2021

Important - Please read the following terms and conditions for all users of the

ATLAS's electronic wallet platform ("**ATLAS PAY**") carefully. By using the ATLAS PAY powered by Fass Payment Solutions Sdn. Bhd. (Registration No.: 201201032773 (1017261-P)) ("**Fasspay**") for the ATLAS Auto mobile application ("**ATLAS Auto**") which is owned by ACO TECH SDN. BHD. (Registration No.: 201901028783 (1338112-W)) ("**ACO TECH**"), you agree that you have read, understood, accepted and agreed with this Terms of Use (as defined herein) and the Privacy Policy and Personal Data Protection Policy for Users of ATLAS PAY ("**Privacy Policy**"). You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms and Conditions of the Service and/or the Privacy Policy and wish to discontinue using the Service, please do not use the ATLAS PAY or the Service.

The Terms and Conditions stated herein (collectively, the "**Terms of Use**") constitute a legal agreement between you (the "**User**"), ACO TECH and Fasspay ("**Agreement**"). ACO TECH and Fasspay shall be referred to collectively in this Agreement as the "**Parties**".

By using the ATLAS PAY supplied to you by the Parties ("**e-wallet App**" or "**ewallet Application**"), and downloading, installing or using any associated software or platform provided and/or supplied by Fasspay ("**Software**") which purpose is to enable persons seeking to establish an account with ACO TECH and use ATLAS PAY, a Designated Payment Instrument issued by Fasspay under the Financial Services Act 2013 and regulated by Bank Negara Malaysia ("**BNM**") ("**Service**") and or other product or services provided and/or supplied by Fasspay, its parent entity Soft Space Sdn. Bhd., the Fasspay group of companies, subsidiaries and related entities (collectively referred to in the Terms of Use as "**Fasspay Group**"), you hereby expressly acknowledge and agree to be bound by the Terms of Use and the Privacy Policy. You are aware and agree that Fasspay may, at its sole discretion, from time to time and at any time, update or revise the Terms of Use and the Privacy Policy and published at https://public-assets.fasspay.com/ew/partner/acotech/termsofservice_en.html or through ATLAS PAY. Your continued use of the Service shall be deemed to be your express acceptance of any revised Terms of Use and revised Privacy Policy. You should check this page from time to time if you wish to review the changes to the Terms of Use and the Privacy Policy.

1. USE OF ATLAS PAY

- 1.1 ATLAS PAY is an electronic wallet platform ("**e-wallet**") operated by Fasspay that allows you to make in-App digital payments at product and service providers, merchants and agents' point-of-sale terminals or readers lawfully accepting payments using ATLAS PAY, provided always that no payments in violation of the Terms of Use shall be permitted.
- 1.2 You may use ATLAS PAY to make payments only where ATLAS PAY is lawfully accepted.
- 1.3 By using and/or by your continuous use of ATLAS PAY or any product and/or services provided by Fasspay Group, you are deemed to have agreed to all relevant and applicable terms and conditions including without limitation, this Terms of Use and the Privacy Policy and the Personal Data Protection Policy.

2. ATLAS PAY ACCOUNT ELIGIBILITY

- 2.1 To use ATLAS PAY, you must register for an ATLAS PAY account with ACO TECH. You shall provide ACO TECH, with the necessary identification documentation, through ATLAS PAY in order for us to assess your eligibility for an ATLAS PAY account. You must be of 12 years old and above to qualify for an ATLAS PAY account. In the event you are under the age of 18 years old, you hereby expressly agree and accept that you have the permission, consent and/or approval from your parents and/or lawful guardian to register for an ATLAS PAY account and/or to use ATLAS PAY.
- 2.2 You must register your ATLAS PAY account with a valid account with the licensed financial institutions in Malaysia ("**Bank**") ("**Bank Account**"). The Bank Account must be associated with a Malaysian billing address.
- 2.3 You must provide current, complete and accurate information and maintain such information as current and accurate during your use of ATLAS PAY. The Parties may require you to provide additional information as a condition for the continuous use of ATLAS PAY or to allow you to use other products and/or services offered by the Parties, or to determine whether to disallow your use of ATLAS PAY. You agree to provide such information as required or requested by the Parties, including information necessary to validate your identity or confirm the authenticity of any Banking Account which you register with your ATLAS PAY account.

3. RELATIONSHIP AND RESPONSIBILITIES

- 3.1 Fasspay is a digital wallet payment service provider and all payment related matters under ATLAS PAY will be handled by Fasspay. Fasspay's services cover the hosting, creation, maintenance and provision of Fasspay's mobile wallet services including without limitation, ATLAS PAY. As a digital wallet service provider, Fasspay will:
- (a) maintain a separate account (with the equivalent of a trust service provider) to hold your funds apart from our corporate funds; and
 - (b) perform the transfer of funds to a third party account from your ATLAS PAY account upon your instruction through your ATLAS PAY account.
- 3.2 Fasspay is payment facilitator, and is not a licensed financial institution. Fasspay does not provide any banking services including without limitation, credit or loan facilities, savings accounts and etc. Your funds deposited with Fasspay through your ATLAS PAY account shall not accumulate interest nor any sort of earnings.
- 3.3 You are aware and acknowledge that certain message and mobile data rates may apply from your wireless service providers and/or carriers which may impact your use of ATLAS PAY. For example, your mobile service carrier or provider may impose data usage for your use of ATLAS PAY, including without limitation, the downloading of the required software, the receiving or sending text messages, or other use of your mobile device when using the products and/or services provided in ATLAS PAY. You agree that you are responsible for any such fees and/or restrictions.
- 3.4 You are aware and agree that Fasspay may contact you through your mobile device, through email or automatic phone calls or text messages, for any purpose regarding your ATLAS PAY account, including but not limited to account servicing.

4. USE OF ATLAS PAY ACCOUNT AND MAINTENANCE

- 4.1 You may choose to add any credit cards or payment cards or such other methods to transfer funds into your ATLAS PAY account as are made available in the e-wallet Application ("**Funding Source(s)**") including the debit of your ATLAS PAY account using funds in your Bank Account. You may make a transfer of funds into your ATLAS PAY account with any amount at any time, up to a maximum total amount of Ringgit Malaysia Two Thousand Nine Hundred and Ninety-Nine (RM2,999.00) in your ATLAS PAY account, to meet the minimum balance requirement of ATLAS PAY.
- 4.2 You are responsible to ensure that there is sufficient balance in your ATLAS PAY account before using the Service for the total cost of the transaction to meet the conditions as following:
- Maximum Wallet Limit is Ringgit Malaysia Two Thousand Nine Hundred and Ninety-Nine (RM2,999.00);
 - Maximum Daily Transaction Limit is Ringgit Malaysia Two Thousand Nine Hundred and Ninety-Nine (RM2,999.00); and
 - Maximum Monthly Transaction Limit is Ringgit Malaysia Four Thousand Nine Hundred and Ninety-Nine (RM4,999.00).
- 4.3 You agree that Fasspay may verify and authorise the Funding Source details when you first register the Funding Source with Fasspay in connection with your use of ATLAS PAY. In the case of credit cards as Funding Sources, you agree that Fasspay may issue a reasonable authorisation hold, which is not an actual charge against your credit card, in order to verify your payment method through your credit card. The authorisation hold may appear in your statement as "pending". The authorisation hold is issued as a preventive measure against any unauthorised or fraudulent usage of your credit card. In the event your payment through ATLAS PAY using a credit card as your Funding Source is processed overseas, you shall be liable for any additional charges in relation thereto.
- 4.4 You may make payments for an amount, up to RM2,999.00 through your ATLAS PAY account or up to the total amount in your ATLAS PAY account (whichever is higher), or up to the limit set by your credit card issuer. When you make or receive a payment, you are liable to Fasspay for the full amount of the payment made plus any fees if the payment is later invalidated for any reason including but not limited to claims, chargebacks, or if there is a reversal of the payment. You agree to allow Fasspay to determine (or in the case where a credit card is used as the Funding Source, to work with your credit card issuer) the appropriate party to incur the burden of such claims, chargebacks or reversals and where applicable to recover any amounts due to Fasspay in relation any payments made by you.
- 4.5 You are responsible to resolve any disputes with your credit card issuer. You shall be responsible for all losses, reversals, fees, claims, penalties or chargebacks, incurred by you or Fasspay, another User, or a third party caused by or arising out of your breach of this Agreement, damage to or loss of your mobile device, the

authorised use of your ATLAS PAY account by a third party and/or your use of the Service, and where such are borne by Fasspay, another User or a third party you agree to reimburse the same for any and all such liability.

- 4.6 You may request withdrawal on the fund available in your ATLAS PAY account, so long as the minimum balance requirement is met, Fasspay will charge a fee of RM1.00 for each withdrawal request. The charges will be paid by deducting from your ATLAS PAY account.
- 4.7 If you suspect that your mobile device is lost or stolen, or that an unauthorized ATLAS PAY transaction has been made, you are aware and agree that your ATLAS PAY account shall continue to be operative until you notify ACO TECH that your ATLAS PAY account has been compromised. You should notify ACO TECH of any loss, theft or if your ATLAS PAY account is compromised as soon as possible. The Parties have the absolute right to suspend your ATLAS PAY and/or the processing of any transaction where they reasonably believe that the transaction may be fraudulent, illegal or involves any criminal activity or where the Parties reasonable believe you to be in breach of the Terms of Use. You agree that you will cooperate with Fasspay in relation to any financial crime screening that is required and to assist Fasspay in complying with any applicable and prevailing laws or regulations. You agree to immediately notify ACO TECH through talkto@myatlas.com.my or through ACO TECH's Customer Service telephone number, 0122293588, of any fraudulent activity or theft of funds in the ATLAS PAY of which you become aware of, ACO TECH/Fasspay shall suspend your ATLAS PAY account upon your notification to the ACO TECH.
- 4.8 Any ATLAS PAY account suspension shall be effective within twenty-four (24) hours of the notification to the ACO TECH. You remain liable to Fasspay for all your ATLAS PAY account transactions (including all costs associated with its unauthorized use) prior to the suspension of your ATLAS PAY account. Fasspay shall not be responsible to refund any monies arising from use by any persons till the expiry of 24 hours from the date of notification.
- 4.9 If requested, Fasspay shall refund the balance in your ATLAS PAY account (less any applicable fees payable under ATLAS PAY) within fourteen (14) days of receipt of a request or notification to ACO TECH through ATLAS PAY or through ACO TECH's Customer Service. Please notify or report to the Parties immediately if your ATLAS PAY account is compromised. If not, and in the event an auto top-up instruction is linked to your ATLAS PAY account, you will be liable for any such top-up made as and when such a top-up is successful. Any top-up or credit resulting from an auto top-up linked to your ATLAS PAY account will only be refunded or replaced, if you have promptly reported or notified ACO TECH that your ATLAS PAY account has been compromised.

5. TERMINATION

- 5.1 You may terminate your ATLAS PAY account at any time, by selecting the option to close your account through the ATLAS PAY e-wallet Application, or the ATLAS PAY desktop e-wallet Application (as and when made available by the Parties with or without prior notice to you). Once you confirm closure of your ATLAS PAY account, the following will occur:
- (a) Cancellation of any pending transactions. Note that if you were in the process or purchasing goods/services, that transaction will be cancelled.
 - (b) Any offline tokens assigned to your ATLAS PAY account will be disabled.
 - (c) Any credit cards or payment cards which you have linked to your ATLAS PAY account will be disabled.
 - (d) Any remaining funds will be remitted to your Bank Account or credit card, linked to your ATLAS PAY account. If you would prefer the funds be remitted to a different bank account, please write in to ACO TECH with the details of such bank account. The funds will be remitted to you once deductions for administrative fees under the ATLAS PAY account closing (if any) have been made, but in any case, within fourteen (14) days from your request for closure of your ATLAS PAY account.
- 5.2 Fasspay reserves the right to hold the funds in your ATLAS PAY account for a reasonable period of time for any investigation purposes if Fasspay suspects that your ATLAS PAY account has been subjected to fraud or illegal activities or is the subject of a dispute with (a) any merchant accepting ATLAS PAY as a mode of payment or (b) another ATLAS PAY account.
- 5.3 Your ATLAS PAY account will be suspended in the event that it is dormant or inactive or no transactions have been effected by you through ATLAS PAY account for a period of 12 months. You will be required to contact ACO TECH to reactivate your ATLAS PAY account and applicable dormant fee will be applied during the inactive period. The dormant fee of RM5 shall be chargeable annually upon your ATLAS PAY account being suspended due to inactivity, for up to a period of seven years or until the balance in your ATLAS PAY account is depleted, whichever is earlier.
- 5.4 Either Fasspay, ACO TECH or you may terminate this Agreement with one (1) month's notice in writing to the other.

- 5.5 You hereby agree that this Agreement shall terminate immediately in the event that you are:
- (a) declared bankrupt, insolvent or enter into liquidation or such other scheme of arrangement or administration;
 - (b) found to be in default of your debt obligations to a licensed financial institution by the Malaysian Courts;
 - (c) deceased; or
 - (d) found to be in breach of any of the Terms of Use in this Agreement or ATLAS Auto Terms and Conditions.
- 5.6 In the event of any of the above, Fasspay reserves the right to deal with any such trustee, executive or representative of the Malaysian Courts as in its sole discretion considers appropriate regarding the administration of any outstanding balance in your ATLAS PAY account.
- 5.7 The Users are invited to contact the ACO TECH in the first instance in the event they wish to make a complaint on the use of the Service either through talkto@myatlas.com.my or through the ACO TECH's Customer Service telephone number at 012-2293588.
- 5.8 The Parties wish to highlight that the Users may use the BNM's BNMLINK and TELELINK services regarding issues surrounding the conduct and activities of BNM regulated entities, including the issuers of Designated Payment Instruments such as Fasspay. The Parties are committed to giving its full cooperation with BNM and encourages the Users to make full use of the BNM's BNMLINK and TELELINK services if they wish to do so. The details of BNM's BNMLINK and BNM TELELINK are set out below:

BNMLINK

(Walk-in Customer Service Centre)

Ground Floor, D Block,

Jalan Dato' Onn

50480 Kuala Lumpur

Tel: +603-2698-8044 extension 8950 / 8958 (BNMLINK general line)

BNMTELELINK

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 1-300-88-5465 (1-300-88-LINK)

(Overseas: +603-2174-1717)

Fax: +603-2174-1515

Email: bnmtelelink@bnm.gov.my

- 5.9 You agree to raise any complaints and disputes regarding any incorrect ATLAS PAY account transaction within twenty-one (21) days of the transaction, or of you becoming aware of the fraudulent usage of the ATLAS PAY, whichever is earlier.

6. ATLAS PAY ACCOUNT OWNERSHIP AND SECURITY

- 6.1 You are solely responsible for maintaining the security and confidentiality of your ATLAS PAY account login ID, ATLAS PAY account and password or any identification that ACO TECH may provide you which allow access to the Service.
- 6.2 You will provide ACO TECH with proof of identity as it may reasonably request or require. You acknowledge and agree that only one (1) ATLAS PAY account can be registered on one mobile phone or other electronic device operating the e-wallet Application.
- 6.3 You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that if your information is untrue, inaccurate, not current or incomplete in any respect, the Parties have the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice.
- 6.4 You will only use an access point or device which you are authorised to use to access ATLAS PAY. You are responsible for restricting access to your mobile device or personal computer to prevent unauthorised access to your ATLAS PAY account. You agree to accept responsibility for all the transactions that in your ATLAS PAY account, whether or not authorized by you.

- 6.5 You shall take all necessary steps to ensure and you agree:-
- (a) not to leave your mobile device unattended while logged-in to ATLAS PAY e-wallet Application and to log off immediately at the end of each session;
 - (b) to keep your ATLAS PAY account password confidential and secured; and
 - (c) to immediately inform ACO TECH if you have any reason to believe that your ATLAS PAY account password has become known to a third party.
- 6.6 You represent that you are the legal owner of the Bank Account, credit cards and other financial information which may be retrieved through your ATLAS PAY account. You represent that all information you provide to us in connection with the ATLAS PAY is accurate, current, and complete, and that you have the right to provide the information to us for the purpose of using ATLAS PAY.
- 6.7 Fasspay is required to comply with the provisions of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("**AMLA**") as an operator of Designated Payment Instrument under BNM.
- 6.8 The Users of ATLAS PAY shall be required to provide to Fasspay with such data to allow Fasspay to establish and verify their identity both at the time of opening the ATLAS PAY account and on an ongoing basis, in order to facilitate compliance by Fasspay with the provisions of the AMLA.
- 6.9 You hereby acknowledge and agree that Fasspay and its affiliates may use such data provided for the purposes of establishing your identity and implementing an ongoing monitoring programme to ensure your adherence and/or Fasspay's adherence to the provisions of AMLA, and complying with any anti-money laundering or counter terrorism financing laws applicable to Fasspay or its affiliates, together with sharing such data internally with its affiliates and third-party outsources, as well as in relation to transfers and reporting of such data and your transactions to BNM, and such other regulatory authority or law enforcement agencies as Fasspay may deem appropriate.

7. AMENDMENTS TO THE TERMS OF USE

- 7.1 Fasspay may, in Fasspay's sole discretion, amend, revise, vary, modify or update the Terms of Use and suspend or cancel your ATLAS PAY account or your eligibility to use your ATLAS PAY account at any time. By your continuous use of the Service or ATLAS PAY, you are deemed to have read and agree to any of such amendment, revision, variation, modification or update to the Terms of Use. You should check this page from time to time if you wish to read the latest Terms of Use.
- 7.2 Fasspay and/or Fasspay through ACO TECH shall give the User at least 21 days prior notice through email or through the Services before any variation of this Terms of Use.

8. REPRESENTATION AND WARRANTIES

- 8.1 By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to adhere by the Terms of Use. You further confirm that all the information which you provide to the Parties shall be true and accurate.
- 8.2 Your use of the Service is for your sole personal usage. You undertake not to authorise any third party or persons to use your identity or your User status, and you may not assign or transfer your ATLAS PAY account to any other person or entity. When using the Service, you agree to comply with all applicable laws in Malaysia or otherwise in the country, state or city in which you are present whilst using the Service.
- 8.3 You may only access the Service using authorised means. It is your responsibility to check and ensure that you have downloaded and are using the correct Software for your device. The Parties shall not be liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. The Parties reserves the right not to permit you to use the Service should you use the e-wallet Application and/or the Software with an incompatible or unauthorised device or for purposes other than which the Software and/or the Application is intended to be used.
- 8.4 By using the Software and/or the e-wallet Application and/or ATLAS PAY, you agree that:
- (a) You will only use the Service for lawful purposes;
 - (b) You will only use the Service and ATLAS PAY for the purpose for which it is intended by the Parties to be used;
 - (c) You will not use the e-wallet Application for sending or storing any unlawful material or for fraudulent purposes;
 - (d) You will not use the Service, the e-wallet Application and/or the Software for purposes other than obtaining the Service;
 - (e) You will not impair the proper operation of the network;

- (f) You will not try to harm the Service, the e-wallet Application and/or the Software in any way whatsoever;
- (g) You will not copy or distribute the Software without obtaining consent in writing from Fasspay;
- (h) You will only use the Software and/or the e-wallet Application for your own use and will not resell it to any third party;
- (i) You shall not employ any means to defraud the Parties or to enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Parties to encourage new subscription or usage of the Service by new or the existing Users;
- (j) You agree that the Service is provided on a reasonable effort basis; and
- (k) You agree to abide by the terms of the Privacy Policy herein in relation to your use of the Service.

9. TAXES

- 9.1 You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
- 9.2 You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Parties to claim or verify any input tax credit, set-off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.
- 9.3 You agree that details of your ATLAS PAY account and all transactions thereunder may be provided on request to any tax authorities in Malaysia or overseas where the purpose of such request is the lawful payment of tax obligations and/or the identification of assets for taxation.

10. INTELLECTUAL PROPERTY OWNERSHIP

- 10.1 The Parties, where applicable, shall own all their respective rights, titles and interests, including all related intellectual property rights, in and to the ATLAS PAY including but not limited to the Software and/or the e-wallet Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service and/or the ewallet Application.
- 10.2 The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the ATLAS PAY including but not limited to the Service, the Software and/or the e-wallet Application, or any intellectual property rights owned by Fasspay or ACO TECH (where applicable).
- 10.3 The Parties' name, logo, trademark, service mark, the Service, the Software and/or the e-wallet Application and the third-party merchants or the product names associated with the Software and/or the e-wallet Application are trademarks of the Parties and/or its affiliates and/or the relevant third parties, and no right or license is granted to you to use them.
- 10.4 For the avoidance of doubt, the term the Software and the e-wallet Application herein shall include its respective components, processes and design in its entirety.

11. INTERACTIONS WITH THIRD PARTY

- 11.1 During use of the Service, you may communicate with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the e-wallet Application.
- 11.2 Any such activity, and any terms, conditions, warranties or representations associated with such activity, is/are solely between you and the relevant third-party.
- 11.3 The Parties and its affiliates shall have no liability, obligation or responsibility for any such communication, purchase, transaction or promotion between you and any such third-party.
- 11.4 The Parties does not endorse any applications or sites on the Internet that are linked through the Service, the e-wallet Application and/or the Software, and in no event, shall the Parties, its group of companies or affiliates be responsible for any content, products, services or other materials on or available from such sites or third-party providers.
- 11.5 The Parties provide the Service to you pursuant to the Terms of Use. You recognize, however, that certain third-party merchants, goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Parties are not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers.

12. LIMITATION OF LIABILITY

- 12.1 The Parties makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accurate or completeness of the Service, the e-wallet Application and/or the Software.
- 12.2 The Parties does not represent or warrant that:
- (a) The use of the Service, the e-wallet Application and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - (b) ATLAS PAY or the Service will meet your requirements or expectations;
 - (c) Any stored data will be accurate or reliable;
 - (d) The quality of any products, services, information, rewards or another material purchased or obtained by you through the ewallet Application will meet your requirements or expectations;
 - (e) Errors or defects in the e-wallet Application and/or the Software will be corrected; or
 - (f) The e-wallet Application or the Server that make the application available are free of viruses or other harmful components.
- 12.3 ATLAS PAY and the Service are provided to you strictly on an “as is” basis.
- 12.4 All conditions, representations and warranties, whether express, implied, statutory or other, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are here excluded and disclaimed to the highest and maximum extent allowed under Malaysian law.
- 12.5 The Service, the e-wallet Application and/or the Software may be subject to limitations, delays and other problems inherent in the use the internet and electronic communications including the device used by you or other Users of ATLAS PAY being faulty, not connected, out of range of mobile signals or functioning incorrectly. The Parties shall not be responsible for any delays, delivery failures, damages or losses resulting from such problems.
- 12.6 To the fullest extent permitted by law, the Parties shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with you use of the Service, the e-wallet Application and/or the Software.

13. DISCLAIMERS AND INDEMNIFICATION

- 13.1 YOU ARE AWARE AND AGREE THAT YOUR USE OF ATLAS PAY OR THE SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ATLAS PAY OR THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK. THE PARTIES, ITS GROUP OF COMPANIES, ITS EMPLOYEES AND AFFILIATES, ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR ELECTRONIC OR MOBILE DEVICE OR LOSS OF DATA WHICH MAY RESULT FROM THE DOWNLOADING OF ANY SUCH MATERIAL, WHETHER OR NOT DUE TO ANY COMPUTER VIRUS, BUG, MALFUNCTION, OR OTHERWISE. THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU MAY OBTAIN THROUGH THE USE OF ATLAS PAY OR THE SERVICE.
- 13.2 By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify, defend, and hold the Parties, its parent organisations, subsidiaries and affiliates, (including its officers, directors, members, employees, representatives, solicitors and agents) harmless from and against any and all claims, costs, expenses, losses, or damages (including solicitors’ fees) arising out of or in connection with:
- (a) your use of ATLAS PAY, the Service, the Software and/or e-wallet Application in your dealings with third party merchants, third party providers, partners, advertisers and/or sponsors;
 - (b) your wrongful or illegal use of ATLAS PAY, the Service, the Software and/or the e-wallet Application including without limitation wilful misconduct or fraud;
 - (c) your violation of any third party rights, including without limitation any right of privacy, publicity rights, or intellectual property rights; or
 - (d) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein.
- 13.3 The Parties reserves the absolute right to cancel any transaction through ATLAS PAY, the Service, the Software and/or the e-wallet Application for any reason required by law.
- 13.4 The Parties wish to highlight to the Users that the Parties shall not in any manner, be liable to any User for any loss incurred by any User, including without limitation, any loss sustained by any User, arising from the insolvency of Fasspay and/or ACO TECH, or resulting from any lost or stolen e-money instruments, or any fraudulent transactions whether or not through the use of the Service by the User.

14. MISCELLANEOUS

- 14.1 The Parties' failure to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless agreed to by the Parties in writing and shall not affect the Parties' right to enforce such right or provision.
- 14.2 If any provision of the Terms of Use is held to be void, invalid or unenforceable, such provision shall be severed and the remaining provisions of the Terms of Use shall remain valid and shall be enforced to the fullest extent under law.
- 14.3 The Terms of Use are governed by and construed in accordance with the laws of Malaysia without regard to the choice or conflict of law provisions of any jurisdiction.
- 14.4 No joint venture, partnership, employment or relationship between a principal and agent exists between you, the Parties or any third party merchant or provider as a result of the Terms of Use or use of ATLAS PAY or the Service.
- 14.5 The Terms of Use comprises the entire agreement between you, Fasspay and ACO TECH and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if applicable) between you and Fasspay in relation to the subject matter contained in the Terms of Use.