

Terms of Use for Orijin School

1. Introduction

The Platform and the Services provided herein are made available by CPro Solutions Sdn Bhd (Company Registration No.: 201701029878 (1244047-H)), carrying a brand name ("Orijin School"), in collaboration with licensed Electronic Money Issuer, XOX Com Sdn. Bhd. Registration (No. 200501027788 (709922-X)) ("XOX") to you at its sole and absolute discretion and by using the Services, you unconditionally:

- a) acknowledge that you have read and fully understood the Terms of Use as outlined in this document and agree to be bound by these Terms of Use (which may include but are not limited to provisions in respect of the Financial Services Act 2013 ("FSA"), Unclaimed Moneys Act 1965 ("UMA") and provisions of the Anti-Money Laundering and Counter Financing of Terrorism Act 2001); and
- b) consent to Orijin School using and processing your personal information and data under Orijin School's Privacy Policy which can be found at <https://school.orijin.my>

You are aware and agree that Orijin School and XOX may, at its sole discretion, from time to time and at any time, update or revise the Terms of Use stipulated in this Agreement, the Privacy Policy and the Product Disclosure Sheet which can be found at <https://school.orijin.my>

By registering and activating an Orijin School account for yourself and your "Trusted Person(s)", you are deemed to have read and accepted the terms of use as outlined in this agreement and related product disclosures, terms of use as contained in this document.

2. Definitions

In this Agreement, unless the context requires otherwise, the following words and phrases shall have the meanings assigned to them:

"Account" means your Orijin School Wallet account which is linked to the registered telephone number of your Mobile Device and which records, among others, the amount of E-Money available to you for your use.

"Application" or **"App"** means the mobile application named "Orijin School" or such other name as may be determined by Orijin School from time to time.

"Applicable Taxes" has the meaning prescribed to it in Clause 7.3.

"Authentication" or **"Authenticate"** means a confirmation sent by you to Orijin School authorising a particular transaction undertaken or transacted by you. Such authentication shall be in a manner stipulated or determined by Orijin School from time to time, which will include, but is not limited to, keying in your PIN number.

"Available Balance" means the funds in Electronic Money available in the User's Wallet that can be used at any given time, subject to the Wallet/Transaction Limit.

"Orijin School" means CPro Solutions Sdn Bhd and its affiliates.

"Charges" refers to charges, fees or subscriptions for the use of certain Services rendered through the App and is visible through <https://school.oriijin.my>

"Electronic Money" or "E-Money" means money in digital form provided by Orijin School in exchange for monies paid to Orijin School and which may be utilized by you for your own self or by your Trusted Person(s) to make payment and/or to undertake such other transactions which may be stipulated by Orijin School from time to time.

"FAQ" means frequently asked questions as made available on the Platform.

"Mobile Device" means a portable and wireless telecommunications device together with accessories including but not limited to smartphones and handheld tablets used by you to access and/or use of the Platform and the Services.

"Parties" or "we" or "us" or "our" refers to Orijin School and XOX collectively.

"Password" means the User's secret word or phrase used to log into his/her Account on the App.

"PIN Number" refers to the unique personal identification number set by User during registration process to authorise or pre-authorise every payment made from the wallet.

"Platform" refers to Orijin School's website, App or any other platforms that can be used to access the Service.

"Privacy Policy" Refers to the Orijin School Privacy Policy which can be accessed at <https://school.oriijin.my>

"Services" means a service provided by Orijin School via the Platform which enables you to perform the Transactions. This includes the provision of a Wallet account, a contactless school card ("**Orijin School Card**"), Attendance System and other services that may be introduced and announced by us from time to time.

"Terms of Use" means these terms, as may be amended from time to time.

"Top-Up" means the topping up of the E-Money into your Account.

"Transaction Limit" means the limit imposed on relevant Transactions in any one (1) calendar day as may be prescribed by Orijin School.

"Transaction" has the meaning prescribed to it in Clause 3.7.

"Trusted Person(s)" refers to children, family members or friends of the User, collectively known as "**Supplementary Account Users**" who are registered onto the Platform by the User as a supplementary account user and for whom the User has agreed to allow sharing of the User's E-Money balance for purpose of spending using payment methods approved by Orijin School for a Supplementary Account User.

"User" or "you" or "your" refers to a user who has registered for an Account with Orijin School as per Clause 3.1 in order to use the Services and to whom the E-Money will be issued.

"Orijin School Spend Allowance" refers to spending approval established by the User to his/her Trusted Person(s) within the Orijin School "Card List", wherein the User may authorise the Child to spend a pre-determined amount of money from the User's Wallet in line with any additional rules set out by the User, or as otherwise described in Clause 3.12.

"Orijin School QR" shall have the meaning assigned in Clause 3.9.

"Orijin School Card" refers to the prepaid card issued to you by Orijin School upon successful and approved application, which can be used wherever the Orijin School Card is accepted, subject to the terms of use in this Agreement

"Wallet" means the electronic wallet in which the User stores his/her E-Money and which allows the User to make Transactions.

"Wallet Limit" means the maximum amount of E-Money that can be stored in your Account at any point in time depending on the type of your Wallet as approved by Bank Negara Malaysia. Orijin School and/or XOX reserves the right to revise the Wallet Limit in accordance with any instructions/ regulations/ rules prescribed by Bank Negara Malaysia.

3. Use of Services

- 3.1 You will be required to create a Primary Account in order to use the Services on the Orijin School Platform. You must be an Adult, 18 years and above to register for a Primary Account. For those under 18, an adult should create a Primary Account and register you as a Supplementary Account User (Trusted Person). This Account can be created by clicking the "Register" option and following the instructions thereafter. In creating your Account, you may be required to provide some personal information as required by our licensing conditions and may be updated from time to time as required, including but not limited to:
- a) name as per your identity card/passport;
 - b) NRIC/Passport number;
 - c) mobile number; and
 - d) other identification documentation as required.
- 3.2 We may extend a higher wallet size limit to user after verification and approval of the completed requisite Customer Due Diligence ("CDD") and electronic know your customer ("eKYC") process by user within the Orijin School app. We reserve the right to not proceed with your application if We suspect or has been informed by any party or authority that you are or may be involved in money laundering, terrorism financing, fraudulent or illegal activities, or if We ascertain that you are any of the following:
- a) from a high-risk country;
 - b) blacklisted by XOX or any financial institution or credit reporting agency; or
 - c) included under any relevant money laundering and terrorism financing information source, global lists or databases and information provided by local or foreign authorities; or
 - d) breached any of our terms and conditions previously in another Orijin School account which have been terminated by you.
 - e) EKYC shall be mandatory for wallet upgrades.

Notwithstanding the foregoing provisions, We reserve the right to reject any application at our sole and absolute discretion without having to assign any reason whatsoever. You agree that all decisions We make, shall be final and conclusive.

- 3.3 You represent and warrant that all information provided to us in the creation and maintenance of your Account and that of your Trusted Person(s) is true, up-to-date and complete. You further agree to provide us with true, up-to-date and complete information of yourself, including all identification, verification or other documentation required by Us, Bank Negara Malaysia or other relevant authorities from time to time.

- 3.4 If you are under 18 years old, you must obtain consent from your parent(s) or legal guardian(s) before creating an Account. Your parent(s) or legal guardian(s) shall be responsible for:
- a) your access and use of the Platform and/or the Services;
 - b) any charges associated with your use of the Services; and
 - c) your compliance with these Terms of Use.

If you have not obtained consent from your parent(s) or legal guardian(s), you must cease accessing the Platform and using the Services.

- 3.5 You shall be personally liable and responsible for keeping secure your Account log-in details, Password, PIN Number and all other information relating to your Account and shall not share any details with other any other persons or third parties. You shall also make sure in the event you activate Application access for your Trusted Persons, such obligation shall be extended to include your Trusted Person.
- 3.6 You and your Trusted Persons agree not to hold us liable for any loss or damage arising from your failure to keep information as described in Clause 3.5 relating to your Account or Orijin School Card secure and confidential, or for any acts or omissions from your use of the Platform.
- 3.7 You and your Trusted Persons agree not to share the One Time Password (OTP), accompanying the Orijin School Card details or the User Transaction Pin to any other person or persons trusted or otherwise for any reason or purpose, not even to Us.
- 3.8 Through the Services made available to you via the Platform, you may perform the following transactions ("Transactions"):
- a) register for an Account;
 - b) register third parties as "Trusted Persons";
 - c) add or remove Trusted Persons from your Orijin School Card list;
 - d) establish Spend approvals as further detailed in Clause 3.14 below;
 - e) utilise Spend approvals allocated to you by other Orijin School users;
 - f) make payments to and receive payments from Orijin School, third parties (Orijin School Card: participating merchants and schools, and where applicable, other Orijin School users;
 - g) top-up your Wallet;
 - h) receive Electronic Money refund; and
 - i) any other transactions as may be introduced and announced by us from time to time.

The Transactions above shall only be undertaken and/or transacted with E-Money.

- 3.9 The Services may allow you to purchase goods and/or services from participating merchants. Any transaction entered into between you and such participating merchants for goods and/or services offered by them shall be subject to the terms of use which may be stipulated by such third parties.

- 3.10 Such transactions shall be entered into at your own risk and you acknowledge and agree that we shall not have any responsibility and/or liability for the products and/or services offered by the participating merchants to you including but not limited to the delivery, quality (including any defects or deficiency in the products and/or services), safety or the fitness for purpose of the products and/or services purchased by you from such third parties. We shall not be responsible for the refusal of any participating merchant to honour or accept your purchases or payments made through the use of the Services. You further acknowledge and agree that you shall not initiate any legal proceedings against us for any claims you may have against such participating merchants or any other third parties.
- 3.11 Add Trusted Persons within your Orijin School Card List by creating a profile of your Trusted Person in your App. In registering Trusted Persons onto the Platform, the User will be required to provide certain information relating to such person, including but not limited to, name, identification number, nationality and date of birth. The User may also be required to verify the Trusted Person's identity by providing photos of the Trusted Person and/or photos of the Trusted Person's identification card.
- 3.12 By registering the Trusted Person on the Platform, you warrant that all information provided thereto is true, up-to-date and complete. You further agree that you shall be responsible for all actions undertaken by the Trusted Person. For the avoidance of doubt, by registering a Trusted Person on the Platform, the Trusted Person will be provided limited access to the functionalities of the Platform and/or the Services upon User enabling Orijin School Card for the Trusted Persons and the Spend allowance, which is utilised by the Trusted Persons via the Orijin School Card.
- 3.13 Establish spend approvals to your Trusted Person by using the "Transfer Money" function from your child page. Spending approvals can be established in any of the following formats:
- a) you may grant an approval to a Trusted Person to spend a pre-determined amount of E-Money from your Wallet at a time or a store that you have designated;
 - b) you may grant an approval to your Trusted Person to receive one or more items to be paid by you at a specified time or merchant at a specific E-Money value.
- 3.14 In using the App and the Services:
- a) you authorize the deduction of E-Money and/or funds from your Account and the deposit of E-Money and/or funds into your Account to carry out the relevant transactions initiated for you personally or transactions initiated by your Trusted Person in line with the Spend approvals you have established within the Platform;
 - b) As the principal E-Money account holder, you will at all times be responsible and liable for all transactions transacted on your E-Money account, by yourself or by your approved Trusted Persons.
 - c) your use of the Service is subject to the Wallet Limit and the Transaction Limit applicable to your Account. This qualification includes, but is not limited to, situations where you are restricted and/or prohibited from performing a Top-

Up transaction where the total amount in your Account will exceed your Wallet Limit;

- d) you shall ensure that there is sufficient Available Balance in your Account to cover the total cost of the transaction undertaken on the Platform (including any taxes and other applicable fees or charges) failing which Orijin School reserves the right to block, reject or decline the transaction (subject to subclause (e) below); and
 - e) notwithstanding subclause (d) above, where a transaction is initiated by a Trusted Person in line with the Spend approval established by you but there is insufficient Available Balance in your Wallet, you authorise Orijin School to automatically deduct any outstanding amount from your Orijin School Wallet upon the next successful Top-Up.
- 3.15 By depositing E-money in your Account to be used to perform Transactions listed in Clause 3.8, you are aware that this shall not accumulate interest nor any sort of earnings.
- 3.16 Orijin School does not make any warranty, representation and/or undertaking (expressly, impliedly or otherwise) that the App and any subsequent revisions, modifications, updates, upgrades or versions thereto is and would be compatible with your Mobile Device. It is your responsibility to ensure that the App is compatible with your Mobile Device at all times and you agree that Orijin School shall not be liable in any manner whatsoever for any liability, loss, damages, cost and expense suffered and/or incurred by you due to the App being incompatible with your Mobile Device.
- 3.17 The record of all Transactions authenticated by PIN Number shall be binding and conclusive evidence of your Transactions. Any information, instructions and/or confirmation sent from the Mobile Device via the Account shall be deemed to have been issued by you notwithstanding that such information, instructions and/or confirmation may have been issued by a third party, whether authorised or otherwise, We shall deem that the Services has been accessed legitimately and the Transactions conducted shall be valid. We shall not entertain any request to reverse any wrongful Transactions Authenticated through the Transaction PIN Number and Mobile Device number registered for the Account. You shall be responsible for the use of your Account unless it can be established that such transactions were erroneously transacted due to negligence on our part.
- 3.18 You may opt out from the Service at any time by deleting your Account. You may delete your Account by sending an email to infoschool@orijin.my

4. Your Responsibility

- 4.1 You shall:
- a. Keep your personal information, Password and PIN Number for your Account and Orijin School Student Card confidential at all times and shall take all necessary steps to prevent the disclosure of your Password and PIN Number;

- b. ensure that all information and data provided to Orijin School, including personal data, are true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. Orijin School shall not be responsible and liable to you for any inaccurate or incomplete information/data provided to Orijin School;
- c. ensure that all information and data provided to Orijin School on behalf your Trusted Persons are accurate;
- d. ensure that before authorising any Spend approvals to your Trusted Persons, you have selected the correct Trusted Person from the Orijin School My Family list and identified the correct amount/rules;
- e. comply with all notices or instructions given by Orijin School from time to time in relation to the use of the Mobile Device to access the App and the Service;
- f. be responsible for all equipment necessary to use the Service and App, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service and Platform;
- g. be responsible for all payment of the fees, charges, taxes and duties for using the Services including but not limited all fees, charges, taxes and duties applicable for the purchase of products and/or services from Orijin School or third parties in a timely manner;
- h. be fully responsible for any and all data transmitted or broadcasted from your Mobile Device whether by you or any other person using your Mobile Device;
- i. comply with all applicable laws of Malaysia relating to the Services, including the Communication and Multimedia Act 1998, Financial Services Act 2012, Anti Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and their respective subsidiary legislation, as may be amended from time to time;
- j. take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- k. brief your Trusted Persons on the correct and safe use of the services offered by Orijin School, including (but not limited to) safe guarding of Student Card.
- l. report immediately to Orijin School upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use and you further agree to lodge a police report in relation to the same whenever required by Orijin School and to provide Orijin School a certified copy of such report;

- m. download and install the official App from the Google Playstore or Apple iOS store. Any downloads and installation outside from outside the platforms above mentioned will be deemed unlawful and Orijin School will not be liable to fulfil any actions undertaken by the User from such unauthorized app; and
- n. fully indemnify and shall keep the Parties fully indemnified against any loss, damage, liability, cost or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorized use or exploitation of the Services or part thereof.

4.2 You shall not:

- a. use the Service and/or the Platform to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
- b. use the Service and/or the Platform to cause excessive or disproportionate load on the Service or Orijin School's system;
- c. use the Service and/or the Platform for any unlawful purposes including but not limited to vice, gambling, money laundering, terrorism financing or other criminal purposes whatsoever or for sending to or receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character;
- d. use the Service and/or the Platform for any purpose which is against public interest, public order or national harmony;
- e. use, permit or cause to be used the Service and/or Platform improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Orijin School to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the internet;
- f. circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading Orijin School's legitimate web pages (referred to as "page-jacking"), or use the Platform or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability, and Orijin School will at its absolute discretion

fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;

- g. attempt to probe, scan or test the vulnerability of any of Orijin School's system or network or breach any security or authentication measures;
- h. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of the service providers or any other third party (including other users) appointed by us to protect our ability to provide the Services;
- i. attempt to download the App for the use of the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other approved third-party web browsers;
- j. copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Services or any information obtained by you while using the Services or while accessing the Platform;
- k. remove, change and/or obscure in any way anything on the Platform and/or the Services or otherwise use any material obtained whilst using the Platform and/or the Services except as set out in the Terms of Use; and
- l. copy or use any material from the Platform and/or the Services for any commercial purpose, remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material, or from any material copied or printed off from the Platform, or obtained as a result of the Services.
- m. use any of our trademarks, logo, URL or product name without Orijin School and XOX's express written consent;
- n. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service; and
- o. impersonate or misrepresent your affiliation with any person or entity.

4.3 Notwithstanding anything to the contrary, if any information provided by you is suspected or found to be untrue, inaccurate, not current or incomplete, Orijin School has the right to immediately terminate your account and refuse any and all current or future use of the Services or access to the Platform. Please contact us at infoschool@orijin.my to request a reactivation of your Account.

5. The Parties' Rights

- 5.1 We reserve the right to make any alteration or changes to the Service, or any part thereof, or suspend or terminate the Service or any part thereof without prior notice and We shall not be liable for any loss or inconvenience to you resulting therefrom.
- 5.2 Orijin School reserves the right at its absolute discretion, to vary, add or otherwise amend the Terms of Use stipulated in this Agreement, the Privacy Policy, the Product Disclosure Sheet or any part thereof, from time to time, by giving you a twenty-one (21) day notice to you via the App or any other electronic channel. Your continued use of the Service after the effective date of any change, variation, addition or amendments to these Terms of Use shall constitute your unconditional acceptance of such variations, additions or amendments.
- 5.3 Unless otherwise notified by you, you agree that Orijin School may send you notifications relating to promotional and marketing activities from time to time. You may opt out from receiving any promotional or marketing messages from Orijin School by unsubscribing via email or contacting our customer service.
- 5.4 We may extract personal information or any other data from your Account which must be used as evidence in court and/or when necessary, in the event of a suspected and or proven Service misuse.
- 5.5 Orijin School may run campaigns/contests or promotions about the Service as you may be notified occasionally. You agree that your participation in such campaign/contest/promotion shall be subject to the specific terms of use of such campaign/contest/promotion.
- 5.6 You agree that by using the Services, you are consenting to the use and/or disclosure of the information collected by Us from you ("Personal Information") within the Platform and through your use of the Services, following our Privacy Policy as posted on our website and Personal Data Protection Act 2010. You are advised to read our Privacy Policy to understand your rights regarding your Personal Information.

6. Intellectual Property Rights

- 6.1 The Intellectual Property Rights in respect of all materials including without limitation all current and future copyrights, patents, trademarks, rights in databases, inventions or trade secrets, know-how, rights in designs, trade and business names, domain names, get up and devices which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world, any brand names, trademarks, services, products, hardware and software shall remain vested in the party originating. For clarity purposes, Orijin School and XOX's name, logo and/or product name appearing on the Platform and/or Services are the trademarks of Orijin School and XOX and/or its affiliates and no right or license is granted to use them.

- 6.2 You acknowledge and agree that the Services and the Platform are protected by copyright, trademark, service mark, patent, or other proprietary rights and laws. All rights are expressly reserved.
- 6.3 You are only allowed to use the Platform and the Services in accordance with the Terms of Use, and nothing on the Platform and/or the Services shall be construed as conferring any license or other transfer of rights to you of any intellectual property of other proprietary rights of Orijin School.

7. Charges

- 7.1 Orijin School reserves the right to impose any Charges for the use of certain Services, if such Charges are required. Some Services may be chargeable as indicated on the Platform and in any accompanying Terms and Conditions, including but not limited to:
- a. account opening
 - b. top-up
 - c. subscription
 - d. make a payment to a merchant
 - e. refund of available balance from Orijin School Wallet (if allowed)
- 7.2 Please refer to latest fees and charges as published in the Product Disclosure Sheet at <https://school.orijin.my>. Orijin School reserves the right to revise such charges from time to time.
- 7.3 You agree and undertake to pay all Charges arising out of and in connection with the use of the Services. The Charges, where applicable, are payable in the following manner:
- a. by deducting from your Orijin School Wallet account;
 - b. via credit or debit cards listed on the Platform; or
 - c. via online banking
- 7.4 If any supply made under these Terms of Use is a taxable supply to which the applicable taxes, including but not limited to the sales and service tax, would apply ("Applicable Taxes"), then Orijin School reserves the right to levy the Applicable Taxes at the prescribed rate and you agree to pay the amount of the Applicable Taxes.
- 7.5 In accessing and using the Platform and/or Services, you shall be fully responsible and liable for all charges and payments due to your communications services provider to access the Platform and the Services including but not limited to telephone charges and internet/data charges.
- 7.6 You agree that all charges paid to and in connection with the use of the Services provided are non-refundable under any circumstances whatsoever.
- 7.7 In the event that Orijin School is unable to charge any applicable fees on the Account due to the fact that there are insufficient or no balance of funds on your Orijin School

Wallet account, we reserve the right to retrospectively charge those said applicable fees upon or once the Orijin School Wallet has sufficient balance of funds.

8. The Parties' Liability and Liability for Service

- 8.1 The Parties shall not be liable for any liability, loss, damages, cost and/or expenses (whether direct or indirect), or for loss of revenue, loss of business, loss of profits or any consequential or indirect loss whatsoever as a result of your use and/or misuse of the Service.
- 8.2 It is your sole responsibility to make all reasonable effort to ensure your App is up to date. The Services and, in particular, the Charges are periodically updated and you should check the Platform regularly to ensure that you have the latest information. You should also ensure that you are using the latest version of the App.
- 8.3 You acknowledge that the Parties are unable to exercise control over the security or subject matter passing over the telecommunication provider's network, the Platform or via the Services, and the Parties hereby excludes all liability of any kind for the transmission or reception of infringing any subject matter of whatever nature.
- 8.4 The Platform may contain links to website, web pages operated by third parties and you agree that your use of each website, webpage and service is also subject to the terms and conditions, if any, contained within each website or webpage or attached to any products or services of these third parties. You shall comply with the said terms of use and fully indemnify and to hold Orijin School harmless from and against any claim resulting from your breach of any of the said terms of use.
- 8.5 The Parties assume no responsibility for and do not endorse unless expressly stated, created or published by third parties that is included in the Platform and the Services or which may be linked to and from the Platform.
- 8.6 The Platform and/or the Services may be used by you to link to other applications, websites, resources and/or networks worldwide. The Parties accept no responsibility for the services, and you agree to conform to the acceptable use policies of such websites, resources and/or networks.
- 8.7 Notwithstanding anything to the contrary contained herein, the maximum liability of the Parties shall not exceed an amount equivalent to the aggregate sum of the Available Balance of your Account at the date on which your claim arises.

9. Exclusion of Liability

- 9.1 The Parties shall not be liable for any special, indirect or consequential damages or any damages whatsoever, whether in an action of contract, negligence or other tortuous

action, arising out of, or in connection with the performance of, or use of Services available on the Platform and in particular, but without limitation to the foregoing, the Parties specifically excludes all liability whatsoever in respect of any loss arising as a result of:

- a. use which you make of the Platform and the Services, or reliance on Services, or any loss of any Services resulting from delays, non-deliveries, missed deliveries, or service interruptions;
- b. defects that may exist for any costs, loss of profits, or consequential losses arising from your use of, or inability to use or access, or a failure, suspension or withdrawal of all or part of the Platform and the Services at any time; and
- c. any lost or stolen E-Money instruments and fraudulent transactions, whether or not through the use of the Services.

9.2 All conditions or warranties that may be implied or incorporated into the Terms of Use by law, or otherwise are hereby expressly excluded to the extent permitted by law.

9.3 In the event that you are not satisfied with the Services provided through the Platform, you can choose to discontinue the Services in accordance with Clause 11.7.

9.4 Orijin School makes every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third-party networks which we have no control. The internet is not a secure environment. Unwanted programs or materials may be downloaded without your knowledge, which may give unauthorised persons access to your mobile phone and the information stored on your mobile phone. These programs may perform actions that you have not authorised, possibly without your knowledge. We recommend that you be wary of such risks and that you check the transaction history on the Platform regularly.

9.5 The Parties do not represent or warrant that:

- a. the use of the Platform and/or Services will be secure, timely, uninterrupted or error free or operate in combination with any other hardware, software, system or data;
- b. the Platform and/or Services will meet your requirements or expectations;
- c. any stored data will be accurate or reliable;
- d. errors or defects in the Platform and/or Services will be corrected; or
- e. the Platform and/or Services are free of viruses or other harmful components.

10. Disputed Transactions

10.1 You are fully responsible for all products and services purchased through your Account or anytime when you authorise and authenticate amounts to be deducted from your Account (including when such transaction is initiated by your Trusted Person in

accordance with the Spend approvals established under Your Account performed by you).

- 10.2 In the event that you discover any error or discrepancy in your transaction history, you must contact us within twenty-one (21) days from the date of the disputed transaction, failing which you shall be deemed to have accepted the accuracy of your transaction. In the event that it is revealed in the course of our investigation that the disputed transaction was indeed made in error by us, we will refund the disputed sum in the manner as stated in our Refund Policy as stated in Clause 12.
- 10.3 If you allow another person to have access to your Account and Services, We shall deem such access to have been authorised by you and you agree to be solely and fully liable for any and all activities and/or transactions performed by the person.
- 10.4 We may, at its sole and absolute discretion, resolve that your liability be limited to RM200 provided you are not found to be negligent or have not acted fraudulently, whichever is earlier. You are deemed to be negligent if you:
- a. fail to secure your Orijin School Wallet account details, Orijin School Card and PIN at all times; and/or
 - b. fail to freeze the Card(s) immediately in the event of loss or theft, or if you suspect that an unauthorised transaction has been conducted; and/or
 - c. fail to notify Us immediately, or within twenty-one days (21) to suspend your Orijin School App in the event your PIN, username or password have been compromised, or if you suspect that an unauthorised transaction has been conducted.
- 10.5 You agree and consent to the use by the Parties and/or its employees, personnel and advisors of any information related to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the disputed transaction(s) and that this consent shall survive the termination of the Service and/or this Agreement for the duration as deemed necessary by the Parties to fulfil its legal obligations. You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of the transaction(s) generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

11. Termination and Suspension

- 11.1 Without prejudice to any other rights and remedies of the Parties under these Terms of Use and/or at law, Orijin School may immediately:
- a. suspend the Services; or
 - b. terminate this Agreement and the Services,

in the event that you breach any warranty, representation, or terms of use in this Agreement by written notice to you.

11.2 The suspension of the Service with respect to a particular breach shall not in any way prejudice or prevent Orijin School from exercising its right to terminate this Agreement and the Services with respect to the same breach.

11.3 Notwithstanding anything to the contrary, Orijin School may, at any time, for any reason whatsoever and without any liability to you:

- a. suspend the Services or part thereof provided to you; and/or
- b. terminate this Agreement and/or the Services or part thereof provided to you, by giving written notice to you.

11.4 You hereby agree that We, at our sole and absolute discretion without having to give any prior notice, may suspend, block, revoke and/or terminate your Agreement and the Services, in the event of the following:

- a. irregular, suspicious or unauthorised activity was noted in your Account;
- b. We suspect or have been informed by any party or authority that you are or may be involved in money laundering, terrorism financing, fraudulent or illegal activities;
- c. you are declared bankrupt, insolvent or enter into liquidation or such other scheme of arrangement or administration;
- d. you are found to be in default of your debt obligations to a licensed financial institution by the Malaysian Courts; or
- e. you are deceased.

11.5 If the Parties terminate or suspend the Service or any part thereof pursuant to Clause 11.1 and Clause 11.4, the Parties shall not be obliged to refund the Available Balance (if any) until and unless clearance has been obtained from the relevant authorities, if applicable. The Parties further reserve the right to take any action against you as may be deemed necessary or required under the relevant governing laws or by the relevant governing authorities.

11.6 In the event the Account and/or Service has been suspended and you request for reactivation of the same, Orijin School may at its absolute discretion reactivate the Account and/or Service subject to any requirements as may be determined by Orijin School.

11.7 You may request for your Account and/or Service to be suspended, unsuspended or terminated by sending an email or Whatsapp chat to the Orijin School customer service team. Further validation will be required for authentication purposes.

12. Refund Policy

12.1 If you need a refund in respect of any fees or payments made towards the Service or any part thereof, please contact Orijin School at infoschool@orijin.my. Subject to Orijin

School determining to its satisfaction that your money was wrongly deducted from your Account for Payment by Orijin School due to (i) technical error of Orijin School where your attempted Transaction does not go through; (ii) services purchased in App was not made available, Orijin School may refund to your Account such money which was wrongly deducted. Subject to Clause 12.6 and Clause 12.7, the refund process shall be completed within one (1) month from the receipt of your request for refund.

- 12.2 If you discover any error or discrepancy in your Account as stated in Clause 12.1 above, you must contact Orijin School within twenty-one (21) days from the date of the disputed transaction, failing which, you shall be deemed to have accepted the accuracy of your E-Money Account transaction.
- 12.3 Notwithstanding the above, you are only entitled to a refund if you have transacted for following Services:
- a. top-up service;
 - b. refund of E-Money; or
 - c. any other Services to be decided by Orijin School.
- 12.4 We shall not be responsible for settling any dispute that you may have with participating merchants or any such other persons for the purchase of goods and services using the Services. You shall be responsible for contacting the respective persons for a refund for products or services purchased from the merchants. We shall not be liable for any disputes that you may have with the participating merchant or such other persons and you hereby agree to pay us all Fees and Charges due to us and the participating merchant or other such persons for the value of the transaction, notwithstanding any dispute.
- 12.5 In the event you terminate the Service and you are entitled to a refund of the Available Balance in your Account, the sum shall be credited to your nominated bank account in Ringgit Malaysia ("RM") within one (1) month from the receipt of your request for refund. You shall provide to Orijin School all necessary information and documents for the purpose of refund upon request.
- 12.6 Orijin School reserves its right not to refund any disputed amount to you if Orijin School believes you acted in contrary to these Terms of Use.
- 12.7 In the event the Service or your Account is ceased, terminated or suspended by Orijin School due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the Available Balance whatsoever and it shall be lawful for Orijin School to retain for an indefinite period or release to the relevant authorities the Available Balance in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

13. Orijin School Card

13.1 The following terms of use should be read in conjunction with the rest of the Agreement and are applicable to users of Orijin School Card.

13.2 Use of Orijin School Card

- a. Orijin School Card is a reloadable prepaid card and you acknowledge and agree that the value on Orijin School Card is limited to the funds you have transferred or which have been transferred on your behalf into Orijin School Card.
- b. The terms of use for Orijin School Card extend to all Trusted Persons you have added into your principal account and for whom you have also issued separate Orijin School Cards. All references in this document which refers to you or your, shall also include all Trusted Persons linked to your account.
- c. You are fully responsible to secure the card at all times, avoid any disclosure of your Orijin School Card Serial or Identification number and do not share this with anyone.
- d. Orijin School Card is issued with contactless functionality. Once your Orijin School Card is activated and you have topped up your Orijin School Card with sufficient funds, you may use your Orijin School Card to purchase goods and services anywhere that it is accepted under the Orijin School Platform and merchants.. You hereby authorise Orijin School to deduct your funds from your Orijin School Card every time you use your Orijin School Card to purchase goods or services.

13.3 Delivery and Activation of Orijin School Visa

- a. Your Orijin School Card will be delivered to you within fourteen (14) working days. Please ensure that you have provided the current and correct mailing address in your application details to avoid your Orijin School Card being sent to the wrong address.
- b. You must have a mailing address in Malaysia to enable Orijin School to process and approve your application. Mailing addresses outside of Malaysia will be rejected and Orijin School will not process or approve such applications. Orijin School shall not be responsible if you have not received your Orijin School Card if it is delivered to the wrong address due to erroneous, incomplete or not up-to-date details provided to Orijin School.
- c. You must activate your Orijin School Card in Orijin School's mobile application first before you can use it to perform any transactions.

13.4 Validity of Orijin School Card

- a. The Orijin Student Card does not have an expiration date but remains valid and active as long as the linked Trusted Person account in the Orijin Wallet is

maintained in good standing. If You decide to deactivate the Trusted Person Account in the Orijin Wallet, the Orijin Student Card will be automatically deactivated.

- b. If the Orijin Student Card is deactivated due to the closure of the Trusted Person Account, any remaining balance on the card will be transferred to Your Orijin Wallet account. Reactivation of the card may be requested by You, subject to approval by Orijin School, and will require the linked Trusted {Person Account to be reactivated.

14. Indemnity

- 14.1 You hereby agree to fully indemnify and to hold the Parties, their affiliates and their respective officers, directors, employees, contractors, agents, and suppliers harmless from and against any claim brought by a third party resulting from the use of the Platform and the Services in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by the Parties in consequence of and/or in connection with the use of the Platform and the Services, and your breach of any of the Terms of Use and Privacy Policy.
- 14.2 You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against Orijin School or XOX arising from the above claims, and shall provide Orijin School with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

15. Force Majeure

- 15.1 Without limiting the generality of any provision in these Terms of Use, the Parties shall not be liable for any non-performance and/or delay in performance of its obligations herein (including but not limited to the non-availability and/or interruption in the Services) caused by Force Majeure.
- 15.2 Notwithstanding Clause 15.1 above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Orijin School.

16. Customer Service

- 16.1 You may address your queries or complaints in relation to the Service or Platform via email at infoschool@orijin.my or via 03 6211 8831.

17. General

17.1 Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of Malaysia, and you hereby submit to the exclusive jurisdiction of the Malaysian courts.

17.2 Severability

Where any provision of, or the application of any provision of this Agreement is illegal or unenforceable or deemed to be illegal or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision. In the event that it is not possible to modify the relevant provision to make the provision legal, valid and enforceable, then such part of the provision which is illegal, invalid or unenforceable shall be severed but the remaining parts of the provision shall remain unaffected.

17.3 Waiver

No failure or delay on the part of Orijin School in exercising any rights or remedies under these Terms of Use at any time or for any period of time, nor any knowledge or acquiescence by Orijin School of any breach of any provision of these Terms of Use shall operate as or be deemed to be a waiver thereof nor shall a waiver by Orijin School of any breach constitute a continuing waiver in respect of any subsequent or continuing breach. Any waiver of any right or remedy of Orijin School under these Terms of Use shall only be valid and effective if it is agreed to by Orijin School in writing.

17.4 Representations

You acknowledge and agree that in entering into these Terms of Use, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Terms of Use or not) other than as expressly set out in the Terms of Use as a warranty.

17.5 Assignment

You shall not assign or novate these Terms of Use without Orijin School's prior written consent. Orijin School may assign or novate these Terms of Use to any third party by written notice to you and you shall execute such documents as may be reasonably required to give effect to the assignment or novation.

18. Contacting Orijin School

18.1 You may also contact us for any matters related to our Platform, as follows:

CPro Solutions Sdn Bhd

P-1-8, Plaza Damas, Jalan Sri Hartamas 1,

Email: infoschool@orijin.my

Contact: 03 6211 8831

Operating hours : Mon - Fri, 9am - 5pm

19. Contacting Bank Negara Malaysia

- 10.1 You may use the BNMLINK and BNMTELELINK services regarding issues surrounding the conduct and activities of BNM-regulated entities, including the issuers of Designated Payment Instruments such as XOX. The Parties are committed to giving its full cooperation with BNM and encourage you to make full use of the BNMLINK and BNMTELELINK services if you choose to do so. The details of BNMLINK and BNMTELELINK are set out below:

BNMTELELINK

Jabatan Komunikasi Korporat

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Telephone : 1-300-88-5465 (1-300-88-LINK)/(Overseas: +603-2174-1717)

Fax : 03-2174 1515

Email : bnmtelelink@bnm.gov.my

Operating hours : Mon - Fri, 9am - 5pm

BNMLINK

(Walk-in Customer Service Centre)

Ground Floor, D Block,

Jalan Dato' Onn

50480 Kuala Lumpur

Telephone : 03 2698 8044 extension 8950 / 8958

Operating hours : Mon - Fri, 9am - 5pm