

Terms and Conditions for Online Payments

The Terms and Conditions contained herein shall apply to any person (“**User**”) using the services of University Utama Condominium Management Corporation (“**UUCMC**”), for making payments through an online payment gateway service (“**Service**”) offered jointly by iPay88 Sdn Bhd | Mobile88.com Sdn Bhd through www.uucmc.com.my (“**UUCMC Website**”). Please read these terms carefully before using the online payment facilities and UUCMC may change these terms from time to time without notice.

1. Privacy Policy

- 1.1. UUCMC respects and protects the privacy of the Users that access the information and use the services provided through them. Individually identifiable information about the user is not willfully disclosed to any third party without first receiving the user’s permission, as covered in this privacy policy.
- 1.2. We will from time to time collect, hold, use and transfer your personal data in accordance with the W Group Privacy Statement (<http://www.thewgroup.com.my/v2/privacy.html>). By agreeing to this Agreement you hereby agree to the the W Group Privacy Statement, which may be updated by the W Group from time to time. You understand and agree that, to the extent permitted by applicable law, any data you provide to UUCMC in connection with the UUCMC Website may be shared with the affiliates of the W Group.

2. Standard Terms and Conditions for Online-Payments

- 2.1. Once a User has accepted these Terms and Conditions, the User may avail the Services. Using the Services on the UUCMC Website indicates that you accept these terms. All online payments are subject to these conditions.
- 2.2. UUCMC shall not accept any liability for payments being recorded on the wrong or inaccurate account if the User inserts or supplies inaccurate information through the Service, UUCMC shall not refund any such payment if they arise. Users are required to ensure all details and information in the course of making payments through the Services at all times.
- 2.3. UUCMC cannot accept any liability if payment is refused or declined by the User’s credit/debit card supplier or any other e-payment services provider for any reason whatsoever. If the User’s card supplier or e-payment services decline payment, UUCMC is under no obligation to bring this fact to the attention of the said User. Users should check with their bank/credit/debit card supplier/e-payment services provider that payment has been deducted from the Users’ account.
- 2.4. UUCMC s rights, obligations, undertakings shall be subject to the laws in force in Malaysia and nothing contained in these Terms and Conditions shall be in derogation of the right of UUCMC to comply with any law enforcement agencies’ request or requirements relating to any User’s

use of the Services or information provided to or gathered by UUCMC with respect to such use. Each User accepts and agrees that the provision of details of the use of the UUCMC Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the UUCMC Website and/or Service shall be at the absolute discretion of UUCMC.

- 2.5. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that matches closely to the intention of the original provision and the remainder of these Terms and Conditions shall continue in effect.
- 2.6. In no event will UUCMC be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of the Service and UCC Website or any websites linked to this same, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.
- 2.7. Refunds, if applicable, will be made to the debit/credit card used for the original transaction. Any refunds will be made in line with UUCMC's anti-money laundering policy and/or rules and regulations.
- 2.8. These Terms and Conditions constitute the entire agreement between the User and UUCMC.
- 2.9. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User(s) and UUCMC. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

3. Limitation of Liability

- 3.1. UUCMC has made this Service available to the Users as a matter of convenience.
- 3.2. UUCMC expressly disclaims any claim or liability arising out of the provision of this Service and the Users agree and acknowledge that the Users shall be solely responsible for their conduct and that UUCMC reserves the right to terminate the rights to use the Service at any time without giving any prior notice to the User.
- 3.3. UUCMC shall not, in anyway or whatsoever, be liable for any inaccuracy, error or delay in, or omission of:

- (a) any data, information or message; or
- (b) the transmission or delivery of any such data, information or message; or
- (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message.

Under no circumstances shall the UUCMC, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Service or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

- 3.4. UUCMC shall assume no liability whatsoever for any monetary or other damage suffered by the User on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Services or any websites in connection thereto and/ or any interruption or errors in the operation of the Service and/or the UUCMC Website.
- 3.5. The Users shall indemnify and hold harmless UUCMC and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The Users also agree that UUCMC or any of its employees will not be held liable by the User for any loss or damages arising from the use of, or reliance upon the information contained on the UUCMC Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond the reasonable control of UUCMC.

4. Miscellaneous

- 4.1. Although all reasonable care has been taken towards guarding against unauthorised use of any information transmitted by the Users, UUCMC does not represent or guarantee that the use of the Service provided by/through the UUCMC Website will not result in theft and/or any unauthorised use of the data over the internet.
- 4.2. UUCMC and its affiliates and/or associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in any matter whatsoever, computer virus, communications failure, theft, destruction, unauthorised access or alteration of use of information contained on the UUCMC Website.

<End of Terms and Conditions>