

## **TERMS AND CONDITIONS FOR DISBURSEMENT SERVICES PROGRAM**

This Terms and Conditions (“Agreement”) is a legal binding agreement between you and Wavpay Systems Sdn Bhd (“Wavpay”). Please read it carefully.

By submitting your Disbursement Services Program Form, you acknowledge that you have read and fully understood and agree to be bound by all of the terms and conditions of this Agreement, the privacy notice and all documents incorporated by reference upon the approval of your registration by us, the approval of which is at our sole and absolute discretion.

This agreement is made between you and Wavpay.

In this Agreement, “Program Partner”, “you”, and “your” refer to each program partner (“Program Partner”) and “Wavpay”, “us” and “our” refer collectively to Wavpay System Sdn Bhd (Company No. 1214806-H), a company incorporated in Malaysia with its registered office at 18, Level 2, Jalan Perai Jaya 1, 13700 Perai, Pulau Pinang and a place of business at Oasis Square, 06-09, Capital 1, No.2, Jalan PJU 1A/7, Ara Damansara, 47301 Petaling Jaya, Selangor.

Program Partner and Wavpay are collectively referred to as “Parties” and separately “Party”.

### **WHEREAS:-**

- A. Wavpay is an e-money issuer approved by Bank Negara Malaysia under the Financial Services Act 2013 providing E-Wallet mobile application known as WavPay E-Wallet which allows reload of e-wallet balance via credit transfer by a Program Partner.
- B. Program Partner wishes to participate in a Disbursement Services Program via credit transfer into Wavpay designated bank account for which Wavpay will distribute the e-money value into the e-wallet of the targeted recipients identified by the Program Partner.

### **Definitions and Interpretations**

In this Agreement where the context so admits the following expressions shall have the meaning designated unless otherwise distinguished:-

<b>Agreement</b>	Means this Disbursement Services Program Terms and Conditions including any annexures thereof, the Privacy Notice and the Disbursement Services Program Form submitted by you/on your behalf;
<b>Bank Charges</b>	Means any bank charges imposed by the bank of the Program Partner and/or Wavpay for the credit transfer between the Program Partner and Wavpay;
<b>Business Day</b>	Means a day (excluding Saturdays, Sundays and public holidays) on which banks in Kuala Lumpur and/or Selangor are opened for general banking business;
<b>Commencement Date</b>	Means the commencement date of Wavpay Services as Wavpay may notify you via electronic mail or any other methods as determined by Wavpay from time to time;
<b>Confidential Information</b>	Means any documents, knowledge, data, and/or information of whatsoever nature disclosed to or acquired by the Program Partner directly or indirectly

from Wavpay in connection with the Agreement, or otherwise including, but not limited to the following:-

- financial information;
- technical information, including but not limited to research development, procedures, data, designs, and technical know-how;
- business information, including but not limited to operations, planning, marketing interests, and services disclosed by Wavpay to the government or regulatory body;
- personal information/data of any Customers including the existing and potential WavPay e-wallets users referred/to be referred by Program Partners, and Wavpay's employees; and
- all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.

**Credit Transfer**

Payment service which allows the Program Partner to instruct their bank to transfer fund from their bank account to Wavpay bank account;

**Customer**

Means the registered WavPay E-Wallet users referred by the Program Partner / recipients of the disbursement funds;

**Disbursement Services Program**

Program launched by Wavpay Systems Sdn Bhd for the participating program partner to perform credit transfer of cash amount to Wavpay Systems for which the amount shall be distributed as e-money value into the targeted recipients' WavPay e-wallet as identified by the Program Partner; Program

**Disbursement Services Program Registration Form**

Means the binding registration form filled up and submitted by the Program Partner of Wavpay (on behalf of the Program Partner), offline or online;

**Intellectual Property Rights**

Means all the following:-

- Trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof;
- Those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof;
- Rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content);
- Rights in computer software programs, including but not limited to application software, system software, firmware, middleware and

- mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media;
- Rights in domain names, domain name registrations and web pages; and
- All other intellectual property rights in any and all jurisdictions throughout the world.

<b>Laws</b>	Means Financial Services Act 2013, Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Consumer Protection Act 1999, Personal Data Protection 2010, Penal Code, and any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
<b>Partnership</b>	The expressions “Partner Program” or “Partner” or “Partnership” shall not be defined as partnership described in Partnership Act 1961. The description of partnership herein merely to describe a friendly cooperation between the Parties in commercial activities.
<b>Payer Information</b>	Means the bank account information including but not limited to name of bank, name of bank account holder, bank account number, and mode of transfer indicated by the Program Partner in the Disbursement Services Program Form.
<b>Program Partner ‘s Bank Account</b>	Means the bank account of the Program Partner as specified by the Program Partner during its registration process with Wavpay. For the avoidance of doubt, if the Program Partner is a body corporate, the designated bank account shall be in the name of such entity. If the Program Partner is an individual, the designated bank account shall be in the name of such individual;
<b>Program Partner Portal</b>	Means the Application provided by Wavpay via our website that you can securely access based on the given user identification and password to view your Disbursement Services Program information, such as details of the program partner, credit transfer transaction, reload performed into customers e-wallet and/or any other features provided;
<b>Personal Information</b>	Means personal data as defined in Personal Data Protection Act 2010;
<b>Platform</b>	Collectively means Wavpay website, Wavpay Disbursement Services Program Partner mobile application, and/or any platforms (whether known now or in the future) made available by us from time to time to provide you with the Service;
<b>Privacy Notice</b>	Means the privacy notice applicable to the Personal Information of Program Partner and/or the personnel of the Program Partner, which can be found at <a href="http://www.wavpay.net">www.wavpay.net</a> ;
<b>Reload</b>	Means Transaction involving the reload of e-money balance into the registered e-wallet users based on the amount instructed by the Program Partner;

<b>Service</b>	Means any service that Program Partner offers to provide and available for the Customer, of which the payment is to be made through the Customer's Wavpay E-Wallet;
<b>Setup Fee</b>	Means a one-off, non-recurring and non-refundable fee payable by the Program Partner to Wavpay at the time of signing this Agreement or such other time prior to the commencement of the Wavpay Services in the amounts set forth in the Disbursement Services Program Registration Form or otherwise agreed by the Parties;
<b>Term</b>	Means the term and conditions as attached to the Disbursement Services Program Registration Form as approved by us or otherwise agreed by the Parties;
<b>WavPay E-Wallet</b>	Means the mobile application named as "WavPay E-Wallet" or such other name as may be determined by Wavpay from time to time which is downloaded by the Customer from Apple App Store, Google Play or other application stores that is approved by Wavpay;
<b>Wavpay Service Charges</b>	Means the Setup Fees (if any) and Transaction Fee or any other fees mentioned in the Disbursement Services Program Registration Form approved and otherwise agreed by the program partner;
<b>Wavpay Services</b>	<p>Means the transfer of the cash value by Wavpay into the Customer's e-wallet based on the amount instructed by the program partner. This cash value will be based on the actual amount successfully credited by Program Partner into the Wavpay's bank account for which Wavpay will disburse the payment thru e-wallet to the intended recipients.</p> <p>Means the E-Wallet payment solution and/or platform provided to the Program Partner, which is developed and deployed by Wavpay for the purposes of enabling payment transactions by the Customers to the Program Partner. Wavpay Services shall include, but not limiting to, the collection of Customer Charges from the Customers and the remittance of Settlement to the Program Partner;</p>

## **1. Information**

### **i. Bank Account Information**

- a. Program Partner is to indicate their Bank Account details for Wavpay to identify the payer information performing the credit transfer into Wavpay's bank account.
- b. The accuracy of the bank account information shall be determined based on the information provided by the parties in the Disbursement Services Program Registration Form.

### **ii. Business-related Information**

- a. The Program Partner must provide true, correct and accurate information to Wavpay in relation to their establishments which includes but not limited to information requested in the Disbursement Services Program Registration Form.
- b. The information of the customers referred by the Program Partner must be accurate and able for the Wavpay to process the reload of the cash amount into the users e-wallet.
- c. Wavpay will process the customer information according to the customer due diligence process required under the anti-money laundering, countering financing of terrorism and targeted

financial sanctioning, during the new customer registration and ongoing due diligence stipulated under the Act, Policy and Procedures governing Wavpay's e-money business.

- d. In the event there are any changes to the information, the Program Partner shall update the information and/or notify Wavpay immediately by means acceptable to Wavpay.
- e. The Program Partner acknowledges that Wavpay shall not be liable and Program Partner shall indemnify Wavpay for any loss or damage that may arise due to the Program Partner's failure or delay to keep Wavpay and/or Third-Party Bank updated as to any changes to information including but not limited to information as specified in (a) to (d).

## **2. Program Partner Obligations**

- i. Program Partner must provide the accurate information related to the identity of the persons to receive the credit transfer into the e-wallet including the persons National Registration Identity Card (NRIC), and any other details required by Wavpay from time to time.
- ii. Program Partner must provide the information using the mode of communication established by Wavpay either in hard or digital copy of using any online portal services to be established. For secure online portal services, the Program Partner must ensure that the security measures set by Wavpay such as user ID and password are kept securely.
- iii. Program Partner must ensure that the purpose of credit transfer is as indicated in the Disbursement Services Program Registration Form, failing which Wavpay may terminate the Program.
- iv. To comply with all the security requirement, which may be imposed by Wavpay from time to time on the Program Partner, its employees and/or affiliates.

## **3. Wavpay Obligations**

- i. To ensure the services capable of being utilized to the optimum.
- ii. Provide periodic reporting to the Program Partner on the status of the credit transfer such as successful transfer amount, rejected amount (in excess of the customer wallet limit) or any other information to be agreed during the operational set-up of the Disbursement Services Program.
- iii. Process the disbursement amount according to the information details provided by the Program Partner for the distribution into the referred users e-wallet. In the event that the distribution is unsuccessful due to any reason or whatsoever, Wavpay to provide a monthly statement containing list of unsuccessful recipients based on the information earlier provided by the Program Partner for the purpose of disbursement, which shall include reasons and expected refund.
- iv. Provide instant notification to the customer on the amount received in the e-wallet including the date of credit transfer, information of the payer and purpose of payment.
- v. Disclose the pricing, if any, and information on the credit transfer services in a manner that is transparent and would facilitate comparison and informed decision-making by the customer.
- vi. To rectify any issue relating to the services within twenty-four (24) hours after the issues have been lodged by the Program Partner or its employees or affiliates as the users for the services.
- vii. To ensure all the compliance requirement imposed by Bank Negara Malaysia are fully complied to avoid interruption of the services.

## **4. Restricted Activities**

- i. Program Partner has a duty to ensure the information provided and activities conducted shall NOT:
  - a. be false, inaccurate, misleading or illegal;
  - b. violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
  - c. cause Wavpay to receive excessive complaints regarding your account or business;

- d. present to Wavpay a risk of non-compliance with Wavpay's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).

#### **5.Promotion Activity**

- i. Wavpay may introduce promotion and campaign activity for Wavpay e-wallet users such as loyalty programs, cashback and other incentives to promote the use of e-wallet. Wavpay's employees may contact Program Partner to explain the promotion activity, benefits and arrangement to the Program Partner.
- ii. Wavpay plays no part in the Promotion creation if initiated and performed by the Program Partner and shall not be liable for any misrepresentation of Program Partner's Promotion.

#### **6.Fees and Charges**

- i. The service charges or transaction fees may be varied from time to time at the absolute discretion of Wavpay. The Program partner acknowledges that Wavpay shall, subject to giving the Program partner a twenty-one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time.
- ii. The Malaysian Sales & Services Tax (SST) or any other taxes imposed under the statutory tax requirement by the government that will be imposed on all service charges or transaction fees charged by Wavpay to the Program partner under this agreement and the Program Partner agrees to pay Wavpay the SST amount as and when notified by Wavpay.

#### **7.Proprietary and Intellectual Property Rights**

- i. The Program Partner acknowledges that all proprietary and intellectual property rights in Wavpay Disbursement Services Program provided hereunder belongs to Wavpay, and where applicable, its affiliates at all times.
- ii. Other than information related to the Program Partner's Accounts, all content available in Wavpay Disbursement Services Program (including its arrangement) is the property of Wavpay or Third Parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- iii. The Program Partner's usage of Wavpay Disbursement Services Program does not grant the Program Partner a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise. In addition, the Program Partner's usage of Wavpay Disbursement Services Program does not grant the Program Partner a license or right to use any Third-Party trademark without the express written approval of the Third-Party possessing rights to such trademark.

#### **8.No Exclusivity**

- i. The Parties acknowledge that this Disbursement Services Program is not exclusive for the Program Partner, and Wavpay may at its discretion offer the program of similar nature to any third party without any requirement for notification, consultation or approval from the Program Partner.

#### **9.Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")**

- i. The Program Partner hereby warrants that the operations of the Program Partner and/or its subsidiaries are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, and the applicable anti-money laundering statutes of jurisdictions where the Program Partner and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental

agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Program Partner or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Program Partner, threatened.

#### **10. General**

- i. The Program Partner hereby agrees to examine all Wavpay's alerts, statements (including e-Statements) and records of the instructions, communications, operations or transactions made or performed, processed or effected within the Wavpay Disbursement Services Program regularly and in a timely manner.
- ii. The Program Partner hereby undertake to notify Wavpay immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. The Program Partner acknowledge that failure or delay to provide such notification forthwith shall be deemed as the Program Partner conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Program Partner for all purposes and conclusive evidence of the transaction. The Program Partner hereby agree that all such records are admissible in evidence and that the Program Partner shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Program Partner's rights (if any) to so object.
- iii. The Program Partner shall not be entitled to use Wavpay Disbursement Services Program provided, if there exist any restrictions whatsoever in relation to the Program Partner's Bank Account(s) or Third-Party Account(s) imposed either by Wavpay or by any relevant authorities or Third-Party Bank.

#### **11. Expiry of Agreement**

- i. The Parties hereto agree that this Agreement shall be binding for a period of one (1) year or any extended period, which may be mutually agreed by the Parties from time to time.

#### **12. Suspension or Termination**

- i. Notwithstanding anything herein to the contrary, Wavpay may at any time, suspend or terminate the Wavpay Disbursement Services Program, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of Wavpay Program Partner Portal provided and its customers where Wavpay deems appropriate.
- ii. Wavpay shall automatically terminate the Wavpay Disbursement Services Program should the Program Partner falls into any blacklisted and/or negative reports, cease to maintain any Account(s) with Wavpay or Third-Party Bank or should the Program Partner's access to such Account(s) be restricted by Wavpay or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations where Wavpay deems appropriate.
- iii. Wavpay shall immediately cease to have any relationship with the Program Partner under the Wavpay Disbursement Services Program in the event of the item (i) and (ii).
- iv. Notwithstanding the instances as stated above, Wavpay reserves the right to terminate the Program Partner's access to Wavpay Program Partner Portal provided without assigning any reason thereto.
- v. The Program Partner acknowledges that termination shall not affect the Program Partner's liability or obligations in respect of instructions provided to and/or processed by Wavpay on the Program Partner's behalf.
- vi. Notwithstanding to the termination, no money owing under the program shall be released to the Program Partner unless Wavpay has received clearance notification from the Bank Negara Malaysia or any other relevant authority.

### **13.Indemnity**

- i. The Program Partner hereby agree to be liable for and to fully indemnify and keep Wavpay fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:
  - a. the Program Partner's breach or violation of these Terms and Conditions or any Third-Party rights;
  - b. the Program Partner's use or purported use of Wavpay Program Partner Portal provided;
  - c. the Program Partner's fraudulent acts;
  - d. the Program Partner's disclosure of Username and password to any other person or in any emails or on other websites;
  - e. the Program Partner's failure to take reasonable steps to keep the password private and/or secure at all times;
  - f. the Program Partner's failure to report a breach, disclosure or compromise of the password as soon as reasonably practicable upon being aware of the breach or loss respectively;
  - g. Wavpay discharging a mandate provided by the Program Partner.
  - h. Wavpay enforcing its rights against the Program Partner; or
  - i. Wavpay complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Program Partner.
- ii. The Program Partner's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
  - a. a technical breakdown or proven deficiency in the systems and equipment under the full control of Wavpay;
  - b. a proven weakness or vulnerability in the security features and controls adopted by Wavpay;
  - c. transaction(s) that occurred after Wavpay has been notified by the Program Partner of an unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' security access, provided that the said breach, disclosure or compromise was not due to the Program Partner's own act or omission or the acts or omission of persons or entities under its control;
  - d. transaction(s) that occurred immediately prior to Wavpay being notified by the Program Partner of the unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' security access provided that the said breach, disclosure or compromise of the security access was not due to the Program Partner's own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
  - e. transaction(s) that occurred prior to the Program Partner's receiving any security access in relation to the transaction; or
  - f. where applicable, security access that are forged, faulty, expired or cancelled provided that they are not due to the Program Partner's own acts or omissions or the acts or omission of persons or entities under its control.

### **14.Notices**

- i. The Program Partner hereby consent to all notices and other communications which concern Wavpay Disbursement Services Program provided are required under these Terms and Conditions, to be given by Wavpay in any one of the following manners:
  - a. By ordinary post to the Program Partner's last address in Wavpay's records and such notification shall be deemed received two (2) days after posting.
  - b. By electronic mail to the Program Partner's last known e-mail address in Wavpay's records and such notification shall be deemed received twenty-four (24) hours after sending.

- c. By being displayed on Wavpay's premise and such notification shall be deemed effective upon such display.
- d. By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- e. By inserting a notice in Wavpay's statement of Account to the Program Partner and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to the Program Partner.
- f. Broadcasting a message on Wavpay website; or
- g. By notification to the Program Partner in any other manner as Wavpay deems fit.

### **15.Complaints**

- i. If the Program Partner has any enquiries or require any assistance, please refer to our helpdesk at support@wavpay.net. In addition, the Program Partner is advised to review our Privacy Policy, Security Statement, and Client Charter in the Wavpay website.
- ii. In the event that the Program Partner has any complaints and/or disputes arising from Wavpay Disbursement Services Program and/or Application and these Terms and Conditions, please refer to our helpdesk at support@wavpay.net.
- iii. The Program Partner shall specify the nature of the Program Partner's query, complaint, and/or dispute and such other details or information as may be required by Wavpay and such complaint and/or dispute shall be investigated, handled, and/or resolved in accordance with Wavpay's complaints and dispute resolution procedure.
- iv. The Program Partner undertakes that any such complaints and/or disputes made by the Program Partner are true and legitimate and the Program Partner acknowledges that the Program Partner shall be liable to Wavpay in relation to false or fraudulent complaints or claims.
- v. All complaints to Wavpay concerning Wavpay Disbursement Services Program and these Terms and Conditions shall be via email, sent to Wavpay at support@wavpay.net.

### **16.Force Majeure**

- i. Wavpay shall not be liable to the Program Partner or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings, or goodwill if Wavpay and/or Third Party are unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

### **17.Severability and Waiver**

- i. If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.
- ii. Any waiver or indulgence granted shall not prevent Wavpay from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require Wavpay to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

### **18.Variations**

- i. The Program Partner acknowledges that (among others) to ensure the improvement, smooth and efficient provision of Wavpay Disbursement Services Program, Wavpay shall have the right and discretion to make such amendments and modifications as it deems necessary to:
  - a. the procedures and processes applicable to Wavpay Disbursement Services Program (i.e. procedure for registration of Program Partner, etc.); and

- b. the trade or service names used in relation to Wavpay Disbursement Services Program referred to in these Terms and Conditions. Notwithstanding the same, the Program Partner hereby agrees that pending actual changes being affected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to Wavpay Disbursement Services Program provided whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes or services names, accordingly.

#### **19.Law and Jurisdiction**

- i. The Laws of Malaysia shall govern these Terms and Conditions and the Program Partner hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of Wavpay Disbursement Services Program. The above governing law and place of adjudication of dispute shall apply notwithstanding the access location of the Program Partner.

#### **20.Disclaimer**

- i. The materials and information made available via Wavpay Disbursement Services Program provided including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided by Wavpay on an "as is" and "as available" basis. References to material and information contained in Wavpay Disbursement Services Program includes such material and information provided by third parties.
- ii. Wavpay does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Wavpay Disbursement Services Program provided and the material, information and/or functions therein. Further, Wavpay does not warrant that access to the whole or part(s) of Wavpay Disbursement Services Program provided, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Wavpay expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of Wavpay, reasonable measures will nevertheless be taken by Wavpay to ensure the accuracy and validity of all information relating to transactions and products of Wavpay, which originate exclusively from Wavpay.

*Updated as at 17 April 2021*