



# **AEON Credit Service**

## **TERMS AND CONDITIONS**

**AEON Credit Service (M) Berhad (199601040414(412767-V))**

•03-2719 9999 •[www.myaeoncredit.com.my](http://www.myaeoncredit.com.my)

## **1. Introduction**

- 1.1. The following terms and conditions ("Terms of Usage") shall govern your use of AEON Credit Service (M) Berhad's AEON Wallet application ("AEON Wallet") using a compatible and supported Device (as defined in clause 29 herein). These Terms of Usage form a legal agreement that is binding between you and AEON Credit Service (M) Berhad ("AEON Credit" and "the Company") when you download, activate and/ or use the AEON Wallet, including enhancements and new versions made available in the future. By using AEON Wallet, you agree that you have fully read, understood and accepted the Terms of Usage. If you do not agree with these Terms of Usage, please do not proceed with the registration process or using AEON Wallet.
- 1.2. In addition to these Terms of Usage, you also agree to comply with and adhere to the Terms & Conditions of the following agreements (whichever applicable):
- (a) the AEON Credit Card\* Cardholder Agreement;
  - (b) the AEON Prepaid Card\* Cardholder Agreement;
  - (c) the customer agreement for loyalty programme/ membership card issued by or for AEON Credit and/ or AEON group of companies in Malaysia ("AEON Group") (whichever applicable); and
  - (d) the terms and conditions of any other document or agreement governing your relationship with us, including any AEON financing agreements and various types of credit cards and prepaid cards issued by AEON Credit).
- (\*Note: Including various types of credit cards and prepaid cards issued by AEON Credit)

## **2. AEON Wallet Application Software ("the Application")**

- 2.1 To use the AEON Wallet, you are required to download the Application from Google Playstore, Huawei App Gallery or Apple App Store to your Device and thereafter register the AEON Wallet with AEON Credit through the application.
- 2.2 AEON Credit is not responsible or liable in any way for your access to the Google Playstore, Huawei App Gallery and Apple App Store. You are solely responsible for the installation, configuration or compatibility of the hardware, software and other equipment used for installation of the AEON Wallet application on your Device.
- 2.3 Registration for the AEON Wallet is strictly limited to individuals aged 18 and above. Users below the age of 18 are not permitted to create or hold an account. By registering for the AEON Wallet, you confirm that you are at least 18 years old.

### **3. Your Responsibilities**

- 3.1 You agree to register for the AEON Wallet and provide true, accurate, current and complete information as prompted by AEON Wallet's registration form ("Registration Data"). If you provide any information that is untrue, inaccurate, not current or incomplete, or if AEON Credit has reasonable grounds to believe that any information is untrue, inaccurate, outdated or incomplete, AEON Credit reserves the right to suspend or terminate your access to AEON Wallet and refuse all current or future use of AEON Wallet (or any part thereof) without any liability.
- 3.2 You shall ensure the compatibility of your Device with AEON Wallet. If changes and upgrades are introduced to AEON Wallet, you shall be responsible for ensuring the continued compatibility of your Device and you shall have no claim whatsoever against AEON Credit arising therefrom.
- 3.3 You shall be responsible for acquiring and maintaining any Device, software and mobile network/ data services to use AEON Wallet and for ensuring the accuracy of all information or transaction data submitted or confirmed by you through AEON Wallet.
- 3.4 You shall not install the Application on a jail-broken or rooted Device. Unauthorized modifications to any Device(s) operating systems ("jail-breaking or rooting") bypass security features, causing the Device(s) vulnerable to fraudulent attacks. Such modifications may also expose your Account(s) registered under AEON Wallet to unauthorized use, whether remotely performed or otherwise.
- 3.5 You are solely responsible for all fees and charges related to accessing and connecting to AEON Wallet including but not limited to phone/ telecommunication usage, mobile data usage charges and any other charges imposed by your network/ Wi-Fi service provider.
- 3.6 Your AEON Wallet account is non-transferable, and you must be the individual associated with the NRIC or passport number registered with AEON Credit.
- 3.7 You are responsible for maintaining the confidentiality of your password, or PIN for the Application, and you shall be fully responsible for all activities/ transactions made with your Password or PIN or Account. AEON Credit will not be liable for any loss or damage arising from:
  - (a) your failure to take reasonable steps to maintain the confidentiality of your Account, password or PIN;
  - (b) your failure to log out from the Application immediately after completing a transaction or inquiry; or
  - (c) your negligence in safeguarding/ securing your Device from loss or theft.

### **4. Use of AEON Wallet**

- 4.1 By installing the Application, you represent and warrant that you are the person holding the relevant credit card, prepaid card, loyalty programme/ membership or other account with AEON Credit to be enrolled for utilisation in the AEON Wallet.

- 4.2 By using the Application, you agree and undertake to use the Application functions in compliance with these Terms of Usage and accept the risk that by enabling the Application on your Device, unauthorised access to your account or login information may occur. You will be solely liable for all information accessed or transactions performed by any other person without your knowledge, authority or consent.
- 4.3 References to materials and information contained on AEON Wallet include such material and information provided by third parties. AEON Credit does not make any express or implied warranties, including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currency, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of such material, information and/ or functions therein.
- 4.4 You understand and agree that the AEON Wallet is provided on "as-is basis" and that AEON Credit assumes no responsibility for your inability to access or use the AEON Wallet, any part thereof, the rejection of your transactions, the incorrect processing of your transactions. This includes, but is not limited to, your failure to maintain your account with the network/ Wi-Fi service provider, or your failure to obtain or use the necessary application version, Device(s), internet browser or other hardware / software. This includes any failure to upgrade operating system or software or to use the most recent versions required by AEON Credit.
- 4.5 AEON Credit does not warrant that access to the whole or part(s) of AEON Wallet, the materials, information and/ or the functions contained therein will be provided uninterrupted or error-free. This includes the possibility of delays, failures, errors or loss of transmitted information, the transmission of viruses or other destructive properties, or damage to your Device.
- 4.6 Without limiting the above and/ or the terms and conditions of the applicable agreements governing all the products and services of AEON Credit, reasonable measures will be taken by the Company to ensure the integrity of systems and processes, as well as timely processing of transactions and information requests related to services offered by the Company through the AEON Wallet.
- 4.7 The materials, information and functions provided shall not under any circumstances be interpreted as an offer or solicitation to sell, buy, give, take, issue, redeem or transfer, nor shall they be construed as the provision of advice concerning loans, advances, credits or easy payment products in any jurisdiction. You shall be responsible for evaluating the quality, adequacy, completeness, currency and usefulness of all services, content, advice, opinions and other information obtained or accessible through AEON Wallet.
- 4.8 While there are currently no charges imposed by AEON Credit for installation and usage of AEON Wallet, the Company may, at its sole discretion, impose fees or charges for AEON Wallet (or service(s) under AEON Wallet) at any time in the future by providing prior notice to you in accordance with Clause 27.

## 5. Wallet Account Type

5.1 A summary of AEON Wallet Account type and its limitations is as follows:

Wallet Account Type	Basic	Premium
Wallet Size	RM200.00	RM10,000.00
Peer to Peer Transfer Function - Money In	Not Allowed	Allowed
Peer to Peer Transfer Function - Money Out	Not Allowed	Allowed
AEON Point Earning	Allowed	Allowed
AEON Point Redemption	Not Allowed	Not Allowed
Identity Verification (e-KYC)	Not required	Required
Wallet Statement	Yes	Yes
Minimum Reload Amount	RM10.00	RM10.00
Physical Card Issuance	Not issued	Not issued

5.2 To use AEON Wallet, you must download the application on your device and create a wallet account with AEON Credit. Once the wallet account is created, you will have a Basic Wallet Account type where the wallet limit is RM200.00 only.

5.3 You may opt-in to increase your wallet account limit to RM10,00.00 by successfully completing the e-KYC process. Once the process is completed, you will be entitled to a Premium Wallet Account together with its benefits and features.

5.4 In the event of any issues encountered with the e-KYC process, you may proceed to any AEON Credit branch or counter.

5.5 Upon completing the e-KYC process, you acknowledge that AEON Credit may use relevant personal information and data for identity verification and/ or authentication purposes.

5.6 Peer to peer transactions (Money In/Out) for Basic Accounts are not allowed, this excludes the repayment transactions from Basic Accounts to any of AEON Credit Financing or Card product.

5.7 AEON Point redemption is not allowed to Basic and Premium Accounts. If you wish to redeem collected AEON Points, you may proceed to apply for an AEON Member Plus Visa Card in AEON Wallet or at any AEON Credit branch or kiosk. Only upon successful card collection, you will be allowed to proceed with point redemption into cash.

- 5.8 The Wallet Statement will provide transaction history, including fees and charges, for the past twelve (12) months, except for transactions which are not yet processed by AEON Credit.
- 5.8.1 You may request AEON Credit for a printed statement of account detailing the purchase transactions for the Wallet Account up to a period of three (3) months, and AEON Credit shall be entitled to charge a fee of Ringgit Malaysia Five (RM5.00) only per statement or at such other rate as may be prescribed by AEON Credit from time to time. This fee may be debited by AEON Credit directly from the Stored Value of the Prepayment in your Wallet Account.
- 5.8.2 All information contained in statements issued by AEON Credit shall be deemed accurate, conclusive, and binding on you as the Wallet Owner unless you notify AEON Credit in writing within fourteen (14) business days from the date of receipt of such statements. For the avoidance of doubt, the statement of account shall be deemed to have been received by you within forty-eight (48) hours from the date of posting.
- 5.9 The minimum reload amount allowed for Wallet Accounts is Ringgit Malaysia Ten (RM10.00), while the maximum reload amount allowed is subject to respective wallet size for Basic and Premium Accounts.
- 5.9.1 The Wallet Account can only be reloaded via the AEON Wallet application.
- 5.9.2 A reload initiated by the Wallet Owner shall not be considered complete until the corresponding top-up amount has been received and processed by AEON Credit.
- 5.9.3 The Wallet owner shall ensure that funds used for reloading the Wallet Account are not obtained from any unlawful source or associated with any illegal activities as specified under the Anti-Money Laundering, Anti-Terrorism Financing, and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA). The Wallet Owner acknowledges that AEON Credit may need to act promptly and based on limited information if there is any suspicion of fraud, money laundering, or other illegal activities.
- 5.10 No physical card will be issued for any of Wallet Account. Wallet Owner may proceed to apply AEON Member Plus Visa Card for a physical card.
- 5.10.1 In the event AEON Member Plus Visa Card is successfully applied, collected and activated, any remaining balance of Wallet Account and AEON Points will be automatically reflected in AEON Member Plus Visa Card account in AEON Wallet application.
- 5.11 In the event AEON Member Plus Visa Card reached card expiry date and/ or lost/ stolen, you are allowed to opt in to transfer available AEON Member Plus Visa Card balance into Wallet Account.
- 5.11.1 Upon successful consent, all remaining balance and AEON Points will be transferred to the Wallet Account, and transactions can only be performed via AEON Wallet. To continue using the physical AEON Member Plus Visa Card, you must proceed with a card replacement at any AEON Credit branch or kiosk.

## **6. AEON Pay**

- 6.1 You may enrol your payment card(s) and/or loyalty programme/membership card(s) ("Card") and store them electronically in the AEON Wallet. You may use the Device to make contactless payments using AEON Pay function and obtain loyalty programme/membership recognition to earn or redeem reward points, etc.
- 6.2 The AEON Pay function can be used for contactless payments via Quick Response Code ("QR Code") technology at participating merchants for amounts not exceeding your Credit Limit (as defined in the AEON Credit Card Cardholder Agreement), Stored Value (as defined in the AEON Prepaid Card Cardholder Agreement) or other limits as notified to you by the Company from time to time at the Company's sole and absolute discretion.
- 6.3 By using the AEON Pay for payments, you accept the risk that unauthorised payment transactions may be made using AEON Pay on your Device (linked to your Card information), and you will be solely liable for all such payment transactions, notwithstanding that your Device or PIN may have been used by any other person without your knowledge, authority or consent.
- 6.4 The usage of AEON Pay is limited to the device associated with the mobile phone number registered with AEON Credit for your credit card, prepaid card or other AEON Credit product that you are currently using.

## **7. AEON Points**

- 7.1 AEON Points are earned and awarded under the AEON Loyalty Programme, a customer loyalty point programme that is managed by AEON Credit, for Cardholders of AEON Member Plus Visa Card issued by AEON Credit and/or for users of AEON Wallet and/ or AEON Bank (M) Berhad ("AEON Bank")'s mobile application. AEON Points earned across the AEON Group (referring to the collective group of companies operating under the AEON Group in Malaysia, including but not limited to AEON, AEON Co. (M) Bhd, AEON BiG (M) Sdn Bhd and AEON Bank (M) Berhad) are accumulated at the customer level for each unique customer of the AEON Group.
- 7.2 AEON Points are awarded based on the total posted Ringgit Malaysia (RM) amount of eligible purchases made within and outside Malaysia that are charged to the Wallet Account. AEON Points are also awarded based on the total posted Ringgit Malaysia (RM) amount of transactions performed via AEON Bank's mobile application.
- 7.3 AEON Points earned are valid for three (3) years from the year the Points are accumulated. The exact expiry dates will be indicated in the AEON Point Statement/ your Device and/or Wallet Statement. Unredeemed Points will expire on the 31<sup>st</sup> of December of the third year, regardless of the month in which the Points were earned. For instance, AEON Points accumulated in May 2021 will expire on 31<sup>st</sup> December 2024.

- 7.4 Redemption to cash value and credited into your AEON Member Plus Visa Card account. Redemptions can be made through various methods and channels, such as the AEON Wallet, AEON Credit's website at [www.myaeoncredit.com.my](http://www.myaeoncredit.com.my), by phone call or any other channels which will be made available from time to time. AEON Credit reserves the right to decline redemptions made through any other means not specified.
- 7.5 You may perform redemption via MYAEON2Go and set off against and/or deduct the total amount stated in invoice/payment receipt issued by the merchant which is payable by you to the merchant:
- 7.6 You may perform redemption to the Malaysian AEON Foundation (MAF) via e-donation in AEON Wallet App which will be made available from time to time:
- 7.7 You may perform redemption via AEON Bank's mobile application.
- 7.8 Once the Points redemption has been made, it cannot be revoked, cancelled, returned, or exchanged without a valid reason that is acceptable to us. The Points used for the redemption will not be reinstated unless otherwise agreed upon by AEON Credit.
- 7.9 You may check the latest AEON Points balance via the following channels:
- (a) AEON Wallet; or
  - (b) AEON Credit Website at [www.myaeoncredit.com.my](http://www.myaeoncredit.com.my); or
  - (c) Visit any AEON Credit Branch or Kiosk; or
  - (d) AEON Bank's mobile application; or
  - (e) Any other channels which will be made available from time to time.
- 7.10 The provisions regarding AEON Points in this T&C should be interpreted together with the Loyalty Programme T&C for full clarity.

## **8. Delete Account**

- 8.1 Upon your decision to delete your account, your Wallet Account will be removed from AEON Wallet application.
- 8.2 Current collected AEON points, remaining available wallet balance and/or active financial products (if available) shall not be impacted by the deletion of the Wallet account.
- 8.3 If you have an active AEON Member Plus Visa card or any AEON Cards, you can still use the physical card to perform transactions.



8.4 Upon successful account deletion, you are allowed to register again to reactivate your Wallet Account.

## **9. Mobile Device Setting**

9.1 AEON Wallet is compatible with Android 10.0 and higher, EMUI 12.0 and above for Huawei devices, and iOS 12.1 or later.

9.2 AEON Wallet is available in both English and Bahasa Malaysia. The language will be displayed based on your Device language. The default language will be English if your Device language is neither English nor Bahasa Malaysia.

## **10. Security of AEON Wallet**

10.1 You must:

- (a) keep the PIN and any other login or access information on your Device secret and confidential at all times;
- (b) safeguard and always secure the Device to prevent fraudulent or unauthorized access to or use of AEON Wallet; and
- (c) take all reasonable steps to lock or disable the use of AEON Wallet immediately upon being aware of unauthorised usage, lost or theft of Device.

10.2 You must report to the Company immediately:

- (a) suspect or become aware that the Device your device has been lost or stolen;
- (b) suspect or become aware that the mobile PIN has been or may have been disclosed to another person; or
- (c) suspect or become aware of any unauthorized use of your PIN, password, or Device.

10.3 In the event of any lost, theft or disclosure of the PIN/Password or Device, you are responsible for all transactions made by anyone using the AEON Wallet until AEON Credit is notified to lock or disable the AEON Wallet. You will be bound by the existing terms and conditions of your physical cards issued by AEON Credit, including your liability for unauthorised transactions.

10.4 In the event you change your Device, the AEON Wallet access on the old Device will be disabled immediately by AEON Credit.

## **11. Disputes**

11.1 All disputes arising from the Wallet Statement shall be made or notified to AEON Credit within fourteen (14) days from the date of the Statement to the Customer Care Centre as set out in Clause 31 herein. Notwithstanding anything herein to the contrary, the Wallet Owner shall be deemed to have conclusively accepted all charges on the Statement if the same are not disputed within the said period of fourteen (14) days.

11.2 In the event that the Wallet Owner disputes any transactions pursuant to Clause 11.1 hereof, AEON Credit may in its absolute discretion conduct any investigation(s) regarding the disputed transaction(s) wherein the following shall apply:

- (a) If AEON Credit's investigation(s) reveal or indicate that the Wallet Owner is liable for any of the disputed transaction(s), the Wallet Owner shall bear the disputed transaction cost.
- (b) If AEON Credit's investigation(s) reveal or indicate that the Wallet Owner is not liable for any of the disputed transaction(s), the Wallet Owner shall not bear the disputed transaction cost.

## **12. Intellectual Property**

### **12.1 Ownership**

12.1.1 The Intellectual Property in and to the AEON Wallet is owned, licensed to, or controlled by the Company, our licensors or our service providers (where applicable). The Company reserves the right to enforce its Intellectual Property Rights as defined herein to the fullest extent of the law.

12.1.2 "Intellectual Property Rights" as used in these Terms of Usage include, both in Malaysia and throughout the world, any copyright, trademark, service mark, design, patent, patent applications, or other proprietary right, or any right to registration of such rights.

### **12.2 Restricted Use**

No part or parts of AEON Wallet may be reproduced, reverse-engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any server, system or equipment without the Company's prior written permission or prior written permission from the relevant copyright owners.

### **12.3 Trademarks**

Nothing in these Terms and Conditions shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks displayed or assignment of an Intellectual Property Rights in respect of AEON Wallet, without the Company's written permission (or that of any other applicable trademark owner, as may be relevant).

## **13. Disclaimer and Exclusion of Liability**

13.1 You expressly agree that access and use of AEON Wallet is at your sole risk. The Company hereby excludes and disclaims all warranties and conditions, either express, implied or statutory, including but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, and non-infringement of third-party rights.

13.2 The Company also does not warrant against interference with your enjoyment, that the functions or services performed or provided by AEON Wallet will meet your requirements, that the operation or availability of AEON Wallet will be uninterrupted or error-free, or that the AEON Wallet shall be free from errors and defects.

13.3 In addition to the other terms, the Company is not liable for any direct, indirect, incidental, punitive, special or consequential damages or economic losses whatsoever or howsoever caused arising directly or indirectly in connection with poor or interrupted mobile network coverage.

#### **14. Taxes**

14.1 This Agreement is subject to all existing statutory taxes and duties, and any that may be introduced at any point of time in the future.

14.2 You agree to provide details of your AEON Wallet account and all transaction records upon request of any tax authorities either in Malaysia or internationally in the event of tax obligations and/or asset identification for taxation purposes.

#### **15. Indemnity**

You agree to hold the Company harmless and indemnify the Company and all its employees, nominees, directors, licensors, sponsors, affiliates and agents for any losses, damages, embarrassment, costs and expenses suffered by the Company (excluding losses and embarrassment caused by the Company or its employees' and agents' wilful misconduct or gross negligence) from any claim or demand, including reasonable legal fees, made by a third party due to or in connection with your installation, access and/or use of the AEON Wallet.

#### **16. Waiver**

Any failure or delay by the Company in exercising or enforcing any right the Company has under these Terms of Usage shall not operate as a waiver nor shall it prejudice or affect the Company's rights subsequently to act strictly in accordance with the Company's rights.

#### **17. Variation**

17.1 You agree that these Terms of Usage may be changed from time to time by the Company. If the Company changes or adds any term or condition to these Terms of Usage, the Company will provide you with 21 days' prior notice and the change or addition will take effect on the date specified in the notice. Such variation or changes shall apply on the effective date specified by AEON Credit and may be implemented for reasons such as, but not be limited to, changes in legislation, regulatory requirements or advancements in technology.

17.2 You agree that your continued use of the AEON Wallet after such update will constitute your acceptance of and agreement to be bound by the updated Terms of Usage.

17.3 If you do not accept the change or addition to these Terms of Usage, you must stop accessing and using the AEON Wallet and terminate your access and use of the AEON Wallet. If you continue to access and use the AEON Wallet after the change or addition takes effect, you will be deemed to have accepted the revised Terms of Usage without reservation.

#### **18. Severability**

If any of these Terms and Conditions is rendered invalid, unlawful or unenforceable under the laws of Malaysia, it shall not affect or impair the validity, legality or enforceability of the rest of the terms.

## **19. Illegality**

AEON Credit may close and revoke any access and/or service, with or without notice to you, if a change in any applicable law, regulation, regulatory requirement, or judicial decision makes it illegal to maintain or perform any obligation under these Terms of Usage, or if the Company is otherwise prohibited from doing so.

## **20. Assignment**

20.1 These Terms of Usage are binding on you and on the Company and on their respective successors-in-title and/or permitted assigns.

20.2 These Terms of Usage are binding even if:

- (a) the Company changes its name or constitution; or
- (b) the Company consolidates or amalgamates with another entity, in which case, that entity will substitute the Company in relation to these Terms of Usage which will then continue in force between you and that entity.

20.3 You cannot assign or transfer your rights and obligations under these Terms of Usage without the Company's prior written permission.

## **21. Applicable Law and Proceedings**

21.1 These Terms of Usage are governed by and will be interpreted according to the laws of Malaysia.

21.2 You agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against the Company can only be brought in the courts of Malaysia. This clause does not limit the Company's right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

## **22. Suspension or Termination of AEON Wallet or AEON Pay**

The Company reserves the right to suspend or terminate the usage of the AEON Wallet application or AEON Pay service for any reason at its sole and absolute discretion, subject to providing 21 days' prior notice to you.

## **23. Anti-Money Laundering/ Countering Financing of Terrorism (AML/ CFT) Policy**

23.1 The terms and conditions and the availability of the Wallet Account shall, where applicable, be subject to Anti-Money Laundering, Anti-Terrorism. Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and all rules, regulations and guidelines of Bank Negara Malaysia and any other relevant bodies irrespective such rules, regulations and guidelines do not have the force of law.

23.2 AEON Credit may, at its sole discretion, delay, block, or refuse to process a transaction if AEON Credit reasonably believes that doing so may breach any applicable laws of Malaysia or any other country. AEON Credit will not be liable to the AEON Wallet User for any consequences arising from such actions. The Wallet owner agrees to release AEON Credit from all liability and to indemnify and hold AEON Credit harmless from any loss or damage that may occur as a result.

## **24. Anti-bribery and Corrupt Practices**

You shall not promise, offer, commit, give or accept any form of gratification or consideration of any kind as an inducement or reward for doing or forbearing to do any act to obtain any form of benefit from AEON Credit. You shall comply with all anti-corruption or anti-bribery laws, policies or regulations including AEON Credit's Anti-Bribery & Corruption Policy which can be found at AEON Credit's website. In the event that AEON Credit has reasonable ground to believe that you have not complied with this provision then

AEON Credit may, in its sole discretion terminate the AEON Wallet or AEON Pay without prejudice to any remedy available to it.

## **25. Evidence of Agreement**

Your digital acceptance on the offer page in AEON Credit's website or AEON Wallet constitutes your agreement to the terms and conditions herein governing the usage of the AEON Wallet.

## **26. Updates**

AEON Wallet may be updated from time to time to a revised or new version and you are required to perform such updates of the application software in your Device to ensure full performance and functionality of AEON Wallet. The Company shall not be responsible for any loss or damage resulting from any failure by you to update to the latest version of AEON Wallet.

## **27. Service of Notice**

27.1 Notice may be affected by and determined by AEON Credit at its discretion:

- (a) Posting at AEON Credit's Website, or
- (b) mailing the notice to the Wallet Owner, or
- (c) sending the notice by e-mail to the Wallet Owner, or
- (d) sending the notice by SMS to the Wallet Owner.

27.2 Any such notification shall immediately supersede the previous communication or correspondence regarding the same matter, unless it is expressed and clearly stated otherwise.

## **28. Privacy Policy**

You hereby confirm that you have read, understood and agreed to be bound by the AEON Credit Privacy Notice (which is available at [www.myaeoncredit.com.my](http://www.myaeoncredit.com.my)). You agree that by using the AEON Wallet, you are giving consent to AEON Credit for the information collected by AEON Credit from you to be used and/or disclosed in accordance with the Company's Privacy Policy and the Personal Data Protection Act 2010. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms of Usage.

## **29. Definitions and Interpretations**

For these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning that may generally be accepted within the industry based on the context used herein:

Account	Refers to any account you now or hereafter have with the Company and any account used for the purposes of the AEON Wallet and from which funds may be applied for the utilisation of mobile payments.
The Company or AEON Credit	Means AEON CREDIT SERVICE (M) BERHAD. of Level 18, UOA Tower, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur and shall include its successors-in-title and permitted assigns.

AEON Loyalty Programme	Means the customer loyalty point programme that is managed by AEON Credit.
AEON Points/Points	Means the Points earned by/or awarded to the users of AEON Wallet by AEON Credit in the manner determined by AEON Credit from time to time under the AEON Loyalty Programme.
AEON Wallet	Refers to an application which provides service including but not limited to online account or card management, mobile payment and loyalty/ membership card services through the medium of a compatible smartphone or mobile device managed by AEON Credit.
AEON Member Plus Visa Card	Means a Visa Inc. ("VISA") electronic money payment instrument with payWave functionality that contains a monetary value preloaded by the Cardholder. The value will be deducted from the Card whenever retail or withdrawal transactions are made, and spending is limited to the amount of money available in the Card at the time of transaction.
Card	Means any Principal or Supplementary credit card, prepaid card or loyalty programme/ membership card issued by AEON Credit to you, but excluding any card which has been terminated, cancelled or blocked from usage by AEON Credit.
Device	Means any compatible smartphone or mobile device used by you to access and use the AEON Wallet.
E-KYC	Means the Electronic Know Your Customer process that verifies customer identity digitally.
Liability	Means, all debts, liabilities, or obligations you owe to the Company now or in future, whether actual or contingent, primary or collateral, several or joint. Loss includes claims, actions, losses, damages, demands, liabilities and costs of any kind.
PIN	Means the Personal Identification Number ("PIN") or similar access code/ password chosen by you which is used to confirm your identity when accessing the AEON Wallet or specific services/ functions in the AEON Wallet.
Wallet Account	Refers to the Basic Wallet Account or Premium Wallet Account, whichever is applicable.
Wallet Owner	Refers to a person who successfully registered for Basic or Premium Account.

Wallet Statement	Refers to a statement of transaction history of a Basic or Premium Wallet Account.
You or your or user	Refers to potential and existing users of AEON Wallet.
AMLATFPUAA	Refers to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

### **30. Force Majeure**

Without prejudice to any of the provision of these Terms and Conditions, you agree not to hold AEON Credit liable in the event that AEON Credit is unable to perform in whole or in part any of its obligations under these Terms and Conditions, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, act of God, pandemic or epidemic outbreak or any act beyond AEON Credit's control in the administration and processing of the AEON Wallet, provided that we have exerted appropriate measures to mitigate these risks with due care and diligence.

### **31. Further Enquiries and Assistance**

31.1 In the event of any queries relating to these Terms and Conditions, the Wallet Owner's may contact AEON Credit's Customer Care Centre at the address, email address, and telephone number provide (or any other address, email address, or telephone number that AEON Credit may update and notify the Cardholder of from time to time through our website).

**Customer Care Centre**  
**AEON Credit Service (M) Berhad**  
**Tel: 03-2719 9999**  
 Email: [customer.service@aeoncredit.com.my](mailto:customer.service@aeoncredit.com.my)  
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31.2 You may also address your queries or contact Bank Negara Malaysia via their website at <https://www.bnm.gov.my> or via their BNMLINK at <https://bnmlink.bnm.gov.my>.