

**1PAY E-WALLET AND ONECARD MEMBER
TERMS AND CONDITIONS OF USE (“Terms and Conditions of Use”)**

Definitions

<p>1PAY</p>	<p>The electronic payment system which is established and managed by the Operator for 1 Utama Shopping Centre and other Bandar Utama Group entities for use by ONECARD Members by way of a 1PAY E-Wallet or by using the credit card, debit card or online banking linked in the 1Utama Mobile App or other online and offline means that may be introduced by the Operator from time to time.</p>
<p>1PAY E-Wallet</p>	<p>The electronic wallet under 1PAY accessed via the 1 Utama Mobile App or a valid physical ONECARD (by swiping or tapping) which contains the ONECARD Member’s available CASH balance denominated in Ringgit Malaysia which can be used to make a 1PAY Transaction.</p>
<p>1PAY E-Wallet Top Up</p>	<p>When a ONECARD Member increases the CASH balance in its 1PAY E-Wallet via one or more of the methods and at any of the locations provided in Clause 28. For the avoidance of doubt, the earning of UPoints, conversion of UPoints into CPC and top ups of CPC are not 1PAY E-Wallet Top Ups.</p>
<p>1PAY Transaction</p>	<p>A completed and successful payment made by the ONECARD Member to a Merchant for a purchase at the Merchant’s Outlet or to the Operator for a purchase on ONESHOP using the 1PAY E-Wallet which may be a payment using CASH, UPoints (through a Redemption Transaction) or a combination of the two. For the avoidance of doubt, 1PAY E-Wallet Top Ups and Direct Pull Transactions are not 1PAY Transactions and are not subject to the daily CASH transaction limit set out in Clause 30.</p>
<p>1Utama Mobile App</p>	<p>The mobile application developed by the Operator for 1 Utama Shopping Centre and Bandar Utama Group entities in both Apple OS and Android OS versions that is made available to be downloaded by shoppers from the Apple Store and Google Play Stores respectively.</p>
<p>Car Park Credits (“CPC”)</p>	<p>Credit denominated in Ringgit Malaysia that is stored in a ONECARD and used for the payment of car park fees at designated Bandar Utama Group Car Parks which includes 1 Utama Shopping Centre, and may be topped up via one or more of the methods and at any of the locations provided in Clause 59. For the avoidance of doubt, the CPC are different from and are stored separately from the UPoints and the 1PAY E-Wallet.</p>

CASH	The Ringgit Malaysia topped up into the 1PAY E-Wallet via one or more of the methods and at any of the locations provided in Clause 28. For the avoidance of doubt, UPoints and CPC are not CASH.
Child	A person under the age of eighteen (18) years.
Direct Pull Transaction	A completed and successful payment made by the ONECARD Member to a Merchant for a purchase at the Merchant's Outlet or to the operator of ONESHOP for a purchase on ONESHOP from the credit card, debit card or online banking account linked by the ONECARD Member to the 1Utama Mobile App. For the avoidance of doubt, a Direct Pull Transaction is not a 1PAY Transaction and is not subject to the daily CASH transaction limit set out in Clause 30.
Earning Transaction	The awarding of UPoints to the ONECARD Member when the ONECARD Member makes payment of the Total Invoice Value for purchases at the Merchant's Outlet or on ONESHOP by way of physical cash, debit card, credit card, online banking, 1PAY E-Wallet, a Direct Pull Transaction or any other payment methods accepted by the Merchant or the Operator of ONESHOP. For every RM1.00 of the Total Invoice Value (rounded down to the nearest RM1.00) that is paid, the ONECARD Member earns 1 UPoint.
GST	The Goods and Services Tax implemented by the Goods and Services Tax Act 2014 or any other similar sales, service or consumption tax that may be implemented by the Government.
Merchant	The Tenant as defined in the ONECARD and 1PAY Participation Agreement who accepts the use of 1PAY and is participating in the ONECARD Programme and may also be participating in ONESHOP.
Merchant Outlet	The Tenant Outlet as defined in the ONECARD and 1PAY Participation Agreement that accepts the use of 1PAY and participates in the ONECARD Programme.
ONECARD	The ONECARD Programme personalised card that is issued by the Operator to eligible shoppers to participate in the ONECARD Programme issued in the form of: a) a personalised physical ONECARD; and b) a personalised electronic ONECARD called e-ONECARD made available to the ONECARD Member via the 1Utama Mobile App. All references to ONECARD includes ONECARD Kids+ wherever the context requires.
ONECARD Member	A valid shopper participant of the ONECARD Programme.

ONECARD Programme	The shopper loyalty and privilege programme established and managed by the Operator.
ONESHOP	The e-commerce platform established and managed by 1 Utama Shopping Centre Sdn Bhd (Company No. 346347-U) that provides an online selling platform for Merchants to sell their Items (as defined in the ONESHOP Merchant Agreement), which includes but not limited to an online marketplace, web services, payment services, web hosting, marketing and advertising services, fulfilment and customer services and porter and concierge services located at www.oneshop.com.my and other successor websites via desktop website, mobile website and mobile applications and other related services as may be offered from time to time.
Operator	Bandar Utama City Centre Sdn Bhd (322382-T) of 4 th Floor, Centre Management Office, 1 Utama Shopping Centre, Lebuhr Bandar Utama, 47800 Petaling Jaya, Selangor, Malaysia.
Redemption Transaction	The reduction of UPoints from the ONECARD Member to pay for or reduce the Total Invoice Value for any purchase made at the Merchant's Outlet or via ONESHOP at the transfer rate of 1 UPoint being worth RM0.01.
Total Invoice Value	In relation to a purchase: a) at the Merchant Outlet, the amount chargeable by the Merchant to the ONECARD Member after deduction for any discounts and rebates and after addition of service charges and the GST (where applicable); or b) via ONESHOP, the amount chargeable by the operator of ONESHOP to the ONECARD Member for the purchase of each Item (as defined under the ONESHOP Merchant Agreement) listed for sale by the Merchant on ONESHOP at the Retail Price (as defined under the ONESHOP Merchant Agreement) after deduction for any discounts and rebates and after addition of service charges and GST (where applicable).
UPoints	The UPoints awarded to the ONECARD Member upon each successful Earning Transaction and includes any bonus and promotional UPoints awarded to the ONECARD Member, which may subsequently be utilised in a Redemption Transaction to make payment at the Merchant Outlet or via ONESHOP.

GENERAL

1. These Terms and Conditions of Use apply to you as a ONECARD Member in relation to your use of 1PAY and your participation in the ONECARD Programme. You are deemed to have read, understood and agreed to these terms and conditions of use upon signing the 1PAY and ONECARD Application Form and using 1PAY and the ONECARD, whichever is earlier.
2. The English version of these Terms and Conditions of Use prevails in the event of any inconsistency or conflict between the different language versions.

ELIGIBILITY

3. You are eligible to apply for 1 ONECARD or 1 ONECARD Kids+ (whichever is applicable) and 1 1PAY E-Wallet and 1 1Utama Mobile App account only at any one time and the Operator reserves the right to reject multiple applications if in the Operator's sole and absolute discretion the applications are made by the same person.
4. You must be below 13 years of age to apply for a ONECARD Kids+.
5. Valid members of The Club @ Bukit Utama are automatically ONECARD Members and are entitled to use a 1PAY E-Wallet and a 1Utama Mobile App account and are deemed to have read, understood and agreed to be bound by these Terms and Conditions of Use.
6. A Child who wishes to apply for a ONECARD or a ONECARD Kids+ (whichever is applicable) and a 1PAY E-Wallet and a 1Utama Mobile App account must satisfy the following criteria:
 - a) The application must be made by the parent or legal guardian of the Child and they are deemed to have read, understood and agreed to be bound by these Terms and Conditions of Use;
 - b) The applying parent or legal guardian of the Child must be a valid ONECARD Member;
 - c) Each ONECARD Member may apply up to a maximum of 4 ONECARD Kids+ that will be linked to that ONECARD Member at any one time;
 - d) A ONECARD Kids+ Member will be automatically upgraded to a ONECARD Member upon attaining the age of 13 years old;
 - e) Valid members of The Club @ Bukit Utama who are below 13 years of age are automatically ONECARD Kids+ Members and their parent or legal guardian are deemed to have read, understood and agreed to be bound by these Terms and Conditions of Use.

LUXE

7. You may be eligible to be upgraded to LUXE status for a period of 1 year upon the satisfaction of spending and frequency criteria to be set by the Operator in its sole and absolute discretion.
8. In order to maintain LUXE status, you must continue to meet the spending and frequency criteria set by the Operator for each year. If you do not fulfil the set criteria, your status will revert to a standard ONECARD in the following year.
9. The Operator reserves the right to change the criteria for upgrades and maintenance of status from time to time in its sole and absolute discretion without prior notice to you.
10. With the LUXE status, you have access to the LUXE Lounge, LUXE reserved parking, LUXE Birthday treats and other benefits which the Operator offers from time to time. These privileges are strictly not transferable.
11. The Operator reserves the right to downgrade your LUXE status if you are in breach of these Terms and Conditions of Use or it determines in its sole and absolute discretion that you have abused the privileges.
12. In the event of a downgrade, you must return your LUXE card to the Operator at any customer service centres immediately.

APPLICATION, VALIDITY AND RENEWAL

13. All applications to join the ONECARD Programme and to apply for a 1PAY E-Wallet and a 1Utama Mobile App account and its subsequent renewals can be made at:

- a) the Concierge at 3rd Floor Highstreet, 1 Utama Shopping Centre (“**the Concierge**”);
- b) designated customer service centres located in 1 Utama Shopping Centre, Centrepoint Neighbourhood Centre and The Club @Bukit Utama (“**Customer Service Centres**”);
- c) ONECARD website via www.onecard.com.my (“**the ONECARD Website**”);
- d) ONESHOP website via www.oneshop.com.my (“**the ONESHOP Website**”);
- e) 1 Utama Mobile App; and
- f) at any other points of application which the Operator may set up from time to time.

14. During the application process, you will be required to set a ONECARD Password and a Payment PIN. You must not disclose your ONECARD Password and Payment PIN to anyone and must take all steps to prevent its disclosure. You will be fully liable and responsible for all activities undertaken using your ONECARD, 1PAY E-Wallet and 1Utama Mobile App account and the Operator will not be liable for any compensation, loss or damage arising from the use of your ONECARD, 1PAY E-Wallet and 1Utama Mobile App account.

15. A fee for a new application or renewal of the ONECARD is payable to the Operator as follows:

- a) RM20.00 for 3 years validity period; or
- b) RM30.00 for 5 years validity period.

The fee is inclusive of GST (where applicable) and is not refundable.

16. The validity period of a ONECARD commences from the date the application is approved by the Operator or from the date the ONECARD is renewed, whichever is applicable.

17. A valid ONECARD Member is entitled to apply for ONECARD Kids+ free of charge. The validity period of the ONECARD Kids+ will follow the validity period of the ONECARD to which it is linked.

18. The automatic upgrade from ONECARD Kids+ to ONECARD upon the attainment of the member of 13 years of age is free of charge for a validity period of 5 years from the date of the upgrade. Upon the automatic upgrade, the existing balances of the CASH and UPoints (if any) will be carried forward to the upgraded ONECARD and 1PAY E-Wallet.

19. The Operator may renew your ONECARD in its sole and absolute discretion without notice to you at the expiry of the current validity period via an auto deduction of RM20.00 for 3 years validity period from your 1PAY E-Wallet and ONECARD as payment for the renewal of the ONECARD so long as there are sufficient CASH or UPoints in the 1PAY E-Wallet and ONECARD. The CASH and UPoints used for this automatic renewal are not refundable. The auto deduction will follow the CASH-first deduction policy.

20. For each renewal of a ONECARD, the existing balances of the CASH, UPoints and CPC will be carried forward to the renewed 1PAY E-Wallet and ONECARD.

21. The Operator reserves the right, in its sole and absolute discretion and at any time, to:

- a) reject any application for a ONECARD, 1PAY E-Wallet and 1Utama Mobile App account without having to provide reasons;
- b) suspend, revoke or terminate a ONECARD, 1PAY E-Wallet and 1Utama Mobile App account without having to provide reasons; or
- c) to amend these Terms and Conditions of Use from time to time and posting the amended Terms and Conditions of Use on the ONECARD website and/or 1Utama Mobile App, whereby your continuous usage of ONECARD, 1PAY E-Wallet, the ONECARD website and/or 1Utama Mobile App will be deemed acceptance by you of these amended Terms and Conditions of Use.

KYC

22. In your application for a ONECARD or ONECARD Kids+ (whichever is applicable) and 1PAY E-Wallet, you must fulfill the Know Your Customer ("**KYC**") declaration required by the Operator by filling in all of the compulsory fields required in the application form accurately and completely, signing the form and produce your personal identification for the Operator's verification as and when required.

23. If the Operator, in its sole and absolute discretion, determines that you fail to comply with or fulfil the KYC, the Operator may reject your application.

24. If the Operator in its sole and absolute discretion, suspects that you are involved in any activities which are illegal or unlawful including but not limited to money laundering, profit making crime or any activities falling under the Anti Money Laundering, Anti- Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Operator may terminate your ONECARD or ONECARD Kids+ (whichever is applicable), 1PAY E-Wallet and 1Utama Mobile App account at any time and provide all relevant information including your personal data to the authorities where required.

1PAY E-WALLET FEATURES

25. As an existing and valid ONECARD or ONECARD Kids+ Member you are automatically entitled to use the 1PAY E-Wallet by downloading the 1Utama Mobile App, activating the 1Utama Mobile App account and 1PAY E-Wallet and using the 1Utama Mobile App account and 1PAY E-Wallet in accordance with these Terms and Conditions of Use.

26. In order to use the 1PAY E-Wallet and 1Utama Mobile App account you must also be a valid ONECARD or ONECARD Kids+ Member. If your ONECARD or ONECARD Kids+ expires, or is suspended or terminated, your corresponding 1PAY E-Wallet and 1Utama Mobile App account will also expire or is suspended or terminated (whichever is applicable).

27. Each 1PAY E-Wallet must not contain CASH of more than RM1,500.00 at any one time ("**CASH Limit**").

28. You may perform a 1PAY E-Wallet Top Up in the following manner:

- a) by physical cash at selected Merchant Outlets;
- b) by physical cash at top-up kiosks located at designated Bandar Utama Group properties;
- c) by converting a ONECARD Gift Card;
- d) by online banking, credit card and debit card via the 1U Mobile App; and
- e) by online banking, credit card and debit card via the ONECARD Website.

29. You may use the 1PAY E-Wallet and 1Utama Mobile App account (as a Direct Pull Transaction) at any Merchant Outlet and on ONESHOP to make payment for purchases made using CASH, UPoints as a Redemption Transaction or a combination of both in accordance with the CASH-first deduction policy. You may also use the 1PAY E-Wallet and 1Utama Mobile App account (as a Direct Pull Transaction) to make payment for the usage of facilities at The Club @ Bukit Utama using CASH, UPoints as a Redemption Transaction or a combination of both in accordance with the CASH-first deduction policy.

30. When using CASH in a 1PAY Transaction and if you are accessing your 1PAY E-Wallet using:

- a) an Android device, your daily CASH transaction limit is RM1,000.00 per day; or
- b) an iOS device, your daily CASH transaction limit is RM3,000.00 per day.

31. If the balance in your 1PAY E-Wallet is insufficient to pay the full Total Invoice Value, you may perform a 1PAY E-Wallet Top Up to increase the balance in your 1PAY E-Wallet or choose to make a full payment of the Total Invoice Value via a Direct Pull Transaction.

REFUND OF A 1PAY TRANSACTION, DIRECT PULL TRANSACTION AND 1PAY E-WALLET TOP UP ("REFUND**")**

32. If you request a refund, void transaction, overcharge or chargeback in relation to a 1PAY Transaction or a Direct Pull Transaction:

- a) You must submit the request for a Refund to the Merchant Outlet where the purchase was made including all documents and information required by the Merchant and the Operator in order to process the request;
- b) The Operator will notify you via Short Messaging Services (“SMS”) to acknowledge receipt of your request;
- c) If the request is approved by the Operator, the Refund will be credited to you by reversing the 1PAY Transaction or Direct Pull Transaction within 7 working days upon the receipt by the Operator of the Refund request;
- d) If the Refund causes the balance in the 1PAY E-Wallet to exceed its CASH Limit of RM1,500.00 the Refund will be made by way of ONECARD Gift Card;
- e) Refunds will not be made in physical cash;
- f) All Refunds are subject to the Merchant’s refund policy and your request must be made within 7 days from the date of purchase or within the Merchant’s time policy whichever is earlier; and
- g) Any UPoints awarded on the corresponding Earning Transaction will be reversed accordingly.

33. If you request a refund of a 1PAY E-Wallet Top Up:

- a) You must submit the request to the Operator within 7 days from the date of the 1PAY E-Wallet Top Up;
- b) The Operator will notify you via SMS to acknowledge receipt of your request;
- c) If the request is approved by the Operator, the 1PAY E-Wallet Top Up will be reversed within 7 working days upon the receipt by the Operator of the request;
- d) For tops ups derived from physical cash, the refund will be made to a bank account with a Malaysian licensed financial institution in your name only and not to any third-party accounts. Refunds will not be made in physical cash;
- e) The Operator will deduct an administrative fee of RM5.00 (inclusive of GST where applicable) from your CASH balance to process the refund; and
- f) Only the unutilised portion of the 1PAY E-Wallet Top Up will be reversed.

34. The Operator is not obliged to process any Refund if you or the Merchant fails to provide the required documents and information and the Operator will not be liable to you for any compensation, loss or damage whatsoever.

REFUND UPON EXPIRY OR CANCELLATION

35. Upon the expiry or cancellation by you of the ONECARD and 1PAY E-Wallet, the CASH balance in your 1PAY E-Wallet will be refunded to you after 30 days from the date of expiry or cancellation of the ONECARD and 1PAY E-Wallet if you have provided all the required documents and information to the Operator. UPoints are not refundable.

36. All refunds will be made to a bank account with a Malaysian licensed financial institution in your name only and not to any third-party accounts. Refunds will not be made in physical cash.

37. The Operator will deduct an administrative fee of RM5.00 (inclusive of GST where applicable) from your CASH balance to process the refund.

38. If you do not provide the necessary bank account details for the refund and the Operator is unable to contact you, after a period of 90 days from the date of expiry or cancellation of the ONECARD and the 1PAY E-Wallet, the Operator will forfeit the balance of the CASH in your 1PAY E-Wallet and the Operator will not be liable to process any refund request after the 90 days and the Operator will not be liable to you for any compensation, loss or damage whatsoever.

REJECTION OF REFUND

39. The Operator reserves the right to reject any refund under these Terms and Conditions of Use if the Operator determines in its sole and absolute discretion that there is an element of fraud, any breach of these Terms and Conditions of Use by you or the Merchant or reasonable suspicion that the refund request may be contrary to any law or regulation. The Operator will not be liable to you for any compensation, loss or damage whatsoever.

ONECARD FEATURES

40. The ONECARD is neither a credit card, debit card nor a charge card and is not transferable.
41. The ONECARD remains the property of the Operator and you must return the ONECARD upon expiry or termination of the ONECARD.
42. You may use your ONECARD to earn UPoints from Earning Transactions for purchases made at the Merchant Outlets and on ONESHOP. For the avoidance of doubt, there will not be any UPoints earned for 1PAY Transactions for the usage of facilities at The Club @ Bukit Utama.
43. The Operator and the Merchant may in their sole and absolute discretion, increase or decrease the number of UPoints earned or required for a Redemption Transaction.
44. You may also use the ONECARD to obtain privileges and benefits offered by the Operator and Merchant from time to time.
45. In order to enjoy the ONECARD privileges and services in the ONECARD Programme, you must:
- a) present the ONECARD or e-ONECARD at the Merchant Outlets at the time of purchase; or
 - b) link your ONECARD details to your ONESHOP account; or
 - c) enter your ONECARD details at the time of check out for transactions made via ONESHOP.
46. Upon the expiry of your ONECARD, the balance of the UPoints will be forfeited by the Operator.

ONECARD GIFT CARD

47. You may purchase a ONECARD Gift Card from the Operator or on ONESHOP.
48. The ONECARD Gift Card maybe in the form of:
- a) a physical ONECARD Gift Card; or
 - b) an e-ONECARD Gift Card.
49. The minimum monetary value for each ONECARD Gift Card is RM10.00 and the maximum monetary value is RM1,500.00.
50. You may present a ONECARD Gift Card to be linked to your 1PAY E-Wallet at the Concierge, at designated Customer Service Centres or via the ONECARD Website. If you are NOT an existing ONECARD Member, you may apply for a ONECARD free of charge for a 5 years validity period.
51. You must link the ONECARD Gift Card to the 1PAY E-Wallet before the ONECARD Gift Card's expiry date, failing which the monetary value of the ONECARD Gift Card will be forfeited and the Operator will not be liable to you or to the purchaser of the ONECARD Gift Card for any compensation, loss or damage whatsoever or to refund the monetary value in relation to the forfeiture.
52. If you are the purchaser of the ONECARD Gift Card, you may apply for a refund of the monetary value of the ONECARD Gift Card before the expiry date of the ONECARD Gift Card by submitting a refund request to

the Operator. If you are a recipient of a ONECARD Gift Card, you must first link the ONECARD Gift Card to your 1PAY E-Wallet before the expiry date and apply for a refund as provided under these Terms and Conditions of Use. All refunds will be made to a bank account of a Malaysian licensed financial institution in your name only and not to any third-party accounts. Refunds will not be made in physical cash.

53. The Operator will deduct an administrative fee of RM5.00 (inclusive of GST where applicable) to process the refund.

CPC

54. You may use the ONECARD to enter designated Bandar Utama Group car parks (which includes but is not limited to the car parks at 1 Utama Shopping Centre, Centrepoint Neighbourhood Centre, The Club @ Bukit Utama, 1 Tech Park, 1 First Avenue, Plaza IBM, KPMG Tower and One World Hotel) ("**Bandar Utama Car Parks**").

55. Your usage of any Bandar Utama Car Park is always subject to the rules and regulations of the respective car park.

56. The maximum balance of CPC in each ONECARD is RM500.00.

57. A minimum CPC balance of RM5.00 is required for entry into a Bandar Utama Car Park (except for ONECARD Preferred Parking+ which requires a minimum balance of RM15.00).

58. When you use your CPC to pay for car parking fees at Bandar Utama Car Parks, the CPC will be deducted following the CASH-first deduction policy.

59. You may top up CPC:

- a) by physical cash at selected Merchant Outlets;
- b) by physical cash at selected APS which are located at designated Bandar Utama Group properties;
- c) by converting UPoints into CPC at the Concierge;
- d) via 1PAY E-Wallet (where available); or
- e) via DDirect Pull Transaction (where available).

60. Conversion of UPoints into CPC are not reversable nor refundable.

61. The minimum CPC top up amount is RM10.00. Top ups from converting UPoints into CPC or via 1PAY E-Wallet are not reversable nor refundable. The top up via 1PAY E-Wallet will follow the CASH-first deduction policy.

62. Upon the expiry or cancellation by you of the ONECARD, the remainder CPC balance in your ONECARD that was topped up using physical cash or via a Direct Pull Transaction will be refunded to you after 30 days from the date of expiry or cancellation of the ONECARD if you have provided all the required documents and information to the Operator.

63. All refunds will be made to a bank or card account of a Malaysian licensed financial institution in your name only and not to any third-party accounts. Refunds will not be made in physical cash.

64. The Operator will deduct an administrative fee of RM5.00 (inclusive of GST where applicable) and any other bank charges imposed (if any) from your balance to process the refund.

65. If you do not provide the necessary bank or card account details for the refund and the Operator is unable to contact you, after a period of 90 days from the date of expiry or cancellation of the ONECARD, the Operator will forfeit the balance of the CPC in your ONECARD and the Operator will not be liable to process any refund request after the 90 days and the Operator will not be liable to you for any compensation, loss or damage whatsoever.

TRANSFER

66. Subject to Clause 67 below, you may transfer CASH and UPoints from your 1PAY E-Wallet to another ONECARD Member's 1PAY E-Wallet ("**Transfer**").

67. The Transfer is subject to the following:

- a) the recipient of the Transfer ("**the Transferee**") must be a valid ONECARD Member with an active 1PAY E-Wallet;
- b) the sender of the Transfer ("**the Transferor**") must provide the documents and information required by the Operator to approve the Transfer;
- c) the maximum Transfer amount is subject to the daily CASH transaction limit in Clause 30; and
- d) if the Transfer results in the Transferee's 1PAY E-Wallet balance exceeding the CASH Limit, the Transfer amount will be transferred as a ONECARD Gift Card linked to the Transferee's 1PAY E-Wallet;
- e) upon confirmation of the Transfer, the Transfer cannot be reversed or cancelled either by the Transferor or the Transferee; and
- f) the Transferee may apply for a refund of the CASH portion of the Transfer only upon expiration or cancellation of the ONECARD and 1PAY E-Wallet in accordance with these Terms and Conditions of Use.

68. You may request a Transfer at any ONECARD e-kiosk, the ONECARD website or via the 1 Utama Mobile App.

69. The amount of the Transfer will be credited into the Transferee's 1PAY E-Wallet within 3 working days from the date of receipt of the Transfer request by the Operator from the Transferor.

70. The Operator will notify you via SMS to acknowledge receipt of your request.

71. The successful Transfer transaction will be reflected in the transaction history of both the Transferor and Transferee.

DISPUTES

72. If you wish to dispute any transactions in relation to ONECARD or a 1PAY Transaction due to an error or discrepancy (other than a request for a Refund), you must submit your dispute on the required form together with the required documents and information at any Customer Service Centres within 3 days from the date of the transaction which is being disputed.

73. The Operator will review your request within 3 working days from the receipt of your request so long as you have provided the Operator with all the required documents and information.

74. If a dispute is not resolved to your satisfaction, you may refer the dispute within 6 months from the date of the Operator's decision pertaining to the above to :

Ombudsman for Financial Services ("OFS")
(formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia
No. 4 Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Fax: +603-2272 1577
E-mail: enquiry@ofs.gov.my

Operating Hours: 8.30 a.m. - 5.30 p.m. (Monday - Friday)

The procedure for lodging a dispute with the OFS is provided in the pamphlet on "Resolution of Financial Disputes", which will be provided to you upon request.

75. If you have any dispute, complaint or feedback relating to the ONECARD Programme or 1PAY, please contact the Operator via email at info@onecard.com.my or by telephone to the Concierge at (03) 7725 5788 or any 1 Utama Customer Service Centres at (03) 7710 8118 or in person during operating hours.

LOST, STOLEN OR DAMAGED CARDS

76. Please report your lost, stolen or damaged ONECARD as soon as reasonably practicable at the Concierge or Customer Service Centres or by calling (03) 7725 5788 or (03) 7710 8118.

77. A replacement fee of RM10.00 (inclusive of GST where applicable) will be charged for the replacement of lost, stolen or damaged cards. This replacement fee is not refundable.

78. The balances of CASH, UPoints and CPC in the 1PAY E-Wallet and ONECARD as reflected in the Operator's system at the time of replacement are final and binding and will be carried forward into the replaced ONECARD and 1PAY E-Wallet. The Operator is not liable to replace any CASH, UPoints or CPC which were used during the period that your ONECARD was lost, stolen or damaged.

CANCELLATION

79. You may cancel the ONECARD and 1PAY E-Wallet at the Concierge or any Customer Service Centres at any time prior to the expiration of the ONECARD.

80. You must return the physical ONECARD upon the cancellation of the ONECARD.

81. If you are a member of The Club @ Bukit Utama, you are not allowed to cancel your ONECARD as long as you remain a member of The Club @ Bukit Utama.

SUSPENSION AND TERMINATION

82. If the Operator has a reasonable suspicion that any transaction relating to ONECARD or 1PAY E-Wallet or 1Utama Mobile App account is fraudulent or in error, the Operator may in its sole and absolute discretion suspend the transaction at any time without notice pending further investigation.

83. If the Operator has a reasonable suspicion that you are in breach of these Terms and Conditions of Use or are illegally or fraudulently using the ONECARD or 1PAY E-Wallet or 1Utama Mobile App account, the Operator may in its sole and absolute discretion terminate your membership in the ONECARD Programme and from using the 1PAY E-Wallet and 1Utama Mobile App account. The Operator will not be liable to you or any third parties for any compensation, loss or damage whatsoever.

84. If the Operator conducts an investigation, you must cooperate and provide all required documents and information requested by the Operator in a timely manner.

POLICY OF PRIVACY AND DATA PROTECTION

BANDAR UTAMA CITY CENTRE SDN BHD (Company No. 322382-T) respects the privacy of individuals with regards to Personal Data. This privacy policy is prepared and formulated in accordance with the Personal Data Protection Act 2010 (“**the Act**”). For the purpose of this privacy policy, “Personal Data” shall have the meaning as ascribed to in the Act. BUCC is committed to processing your personal data in accordance to the Act.

Scope of the Act

The Act aims to regulate the collection, holding, processing and use of Personal Data in commercial transactions and also to prevent malicious use of personal information. This Act plays a crucial role in safeguarding the interest of individuals and makes it illegal for anyone, be it corporate entities or individuals, to sell personal information or allow such use of the data by third parties without your consent.

The Act only applies to the processing of personal data in respect of “commercial transactions”. A commercial transaction means any transaction of a commercial nature, whether contractual or not which includes any matters relating to the supply or exchange of goods or services, agency, investments, financing, banking and insurance. There must be a transaction in a commercial nature in the processing of the personal data to fall within the ambit of the said Act.

What Personal Data Do We Collect?

BUCC may be required to collect your Personal Data when signing up with BUCC as a ONECARD or ONECARD Kids+ Member. Your Personal Data may also be collected through the use of 1PAY, the ONECARD Website, feedback, surveys, competitions and promotions related to the ONECARD Programme and 1PAY and/or at any meetings, events, activities, contests, as well as social media pages belonging to ONECARD, 1 Utama Shopping Centre, Centrepoint Bandar Utama, The Club @ Bukit Utama and /or other related corporations of BUCC.

The Personal Data which BUCC may collect when signing up as a ONECARD or ONECARD Kids+ Member:

- (1) Name
- (2) NRIC, Passport and/or MyKid
- (3) Age
- (4) Gender
- (5) Address
- (6) Telephone number
- (7) E-mail address
- (8) Payment information such as details of bank account and/or credit and/or debit card
- (9) Profession & Income range

In addition to the above Personal Data, the use of 1PAY via the 1Utama Mobile App and the ONECARD Website allows BUCC to collect the following Personal Data:

- (1) Information on browser type and setting, device type and setting, web browser history, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, domain name, user profiles, and/or date/time stamp of visit;
- (2) Information from corresponding technologies used in connection with mobile devices, including unique device identifier, date/time stamp of visit, location and/or browsing history related to your mobile devices;
- (3) Information about your usage behaviour on 1PAY and the ONECARD Website via third party analytics services such as but not limited to Google Analytics for Firebase. Such third party analytics services may use cookies to gather information such as your web browser history, IP address, date/time stamp of visit, and the website that redirected you to the 1PAY via the 1Utama Mobile App or the ONECARD Website; and

- (4) Information from third party service providers, with your consent, which may include your profile content or other types of personally identifiable information and/or information as described under item (1) above.

There could also be information collected from third parties or sources to whom you have given your consent to disclose information relating to you, from related corporations of BUCC or otherwise.

What is the Purpose of the Collection of Personal data?

By providing your Personal Data to BUCC, you hereby agree that BUCC shall collect, retain and use the Personal Data for the purposes stated below:

- (1) To register as a ONECARD or ONECARD Kids+ Member;
- (2) To register for 1PAY E-Wallet via the 1 Utama Mobile App;
- (3) To manage and verify your identity in our system, including sending a one-time pin (OTP) to your registered handphone number for verification and welcome e-mail to new ONECARD cardholders;
- (4) To fulfil and validate your purchases at Merchant's Outlet and on ONESHOP;
- (5) To authorise, process and facilitate all 1PAY Transactions, Direct Pull Transactions and Earning Transactions and provide receipts;
- (6) To maintain close communication and maintain a close relationship with ONECARD Members in order to personalise and improve your user experience under 1PAY and the ONECARD Programme;
- (7) To customise/personalise the experience of our ONECARD Members or visitors by tracking user-specific information on what are visited by our ONECARD Members or visitors;
- (8) To comply with BUCC's legal and regulatory obligations under all applicable laws;
- (9) To prepare for security, risk management and audit requirements;
- (10) To prevent, detect and investigate any illegal or unlawful activities or misuse of 1PAY and/or ONECARD Programme;
- (11) For the notification of critical alerts, special offers, new services and products, updates and promotions of ONECARD and 1PAY Merchants in 1 Utama Shopping Centre, Centrepoint Bandar Utama, The Club @ Bukit Utama and /or other related corporations of BUCC;
- (12) To conduct surveys and research/analysis of usage/spending pattern of consumers to develop new products and services and/or other related surveys/researches and to customise /personalise /enhance/improve the content of the 1Utama Mobile App and ONECARD Website;

and where required by law or where BUCC consider that such use or disclosure is necessary to respond to any claims or legal process, or where BUCC suspects any form of fraud or unlawful activity.

Do We Share and Disclose Your Personal Data?

BUCC does not sell, rent, lease or otherwise disclose your Personal Data to third parties unless otherwise stated when processing the Personal Data collected.

Selected Personal Data may be shared with third parties for purposes stated below:

(1) Professional Advisors, Third Party Service Providers and Consultants.

We require services of our IT, legal, tax and financial consultants, as well as third party service providers, agents and vendors to assist in providing you with the services under the ONECARD Programme and 1PAY and among others, to provide assurance on the quality of our services, provide technical support and/or other miscellaneous services. The Personal Data is only disclosed and processed only to the extent as required by BUCC.

(2) Related Corporations.

Related corporations of BUCC which include its affiliates, subsidiaries and joint venture companies, which will be required to comply with this Privacy Policy.

(3) Selected Merchants

Participating merchants may request that their marketing and promotional materials and advertisements with regards to exclusive offers for ONECARD be directed at selected category of ONECARD members (for instance, certain age group, geographical location, gender, possess certain skills and/or indulge in certain hobbies). We will, in turn, blast out these marketing and promotional materials and advertisements to the targeted categories of ONECARD members.

(4) External Links and Third Party Sites.

When you click on an external link on the 1Utama Mobile App or ONECARD Website to connect to any other website or location, you will leave the 1Utama Mobile App or ONECARD Website (as the case may be) and be redirected to another site, whereby the other entity may collect your Personal Data from you. You shall be responsible with the disclosure of your Personal Data and therefore, retain your own discretion in providing such disclosures to external websites. This Privacy Policy does not apply to these external websites subsequent to you leaving our main page to be connected to these external websites.

You may also be able to connect with third party social networking platforms via the 1Utama Mobile App and the ONECARD Website. Upon logging in to a particular social network platform, a token will be provided to BUCC which allows the site to recognise us when we request, on your behalf, for access to your account information or to post on your profile.

Whenever you decide to revoke our access to any of your social networking sites, you may do so by either unlinking the site on our 1Utama Mobile App or amending the settings from within your social networking site account settings, but do bear in mind that this may limit the services we are able to provide under the ONECARD Programme and 1PAY.

In addition, when you engage in certain activities through your use of the services under the ONECARD Programme and 1PAY, these activities may be automatically posted to your profile, such as posting or sharing of comments, reviews, photos or promotions through the 1Utama Mobile App to social networking sites. If you decide not to have this feature, you will be able to disable this feature at any time by logging into your profile and selecting this option to disable.

(5) Other Disclosures.

When such disclosure is necessary in connection with any legal process or investigation, to comply with BUCC's legal and regulatory obligations under all applicable laws, to respond to any legal documents served, resolve any disputes and/or to investigate any violation or potential violation of the relevant laws, this Privacy Policy or the 1PAY E-Wallet and ONECARD Member Terms and Conditions of Use ("**Member's T&C**").

You may any anytime request BUCC to cease sharing your Personal Data in this manner by notifying BUCC at the contact particulars **provided below**.

What Happens If You Decide Not To Provide Personal Data?

There are some Personal Data which are compulsorily required by us for the stated purposes. Should you decide not to provide the compulsory Personal Data required, BUCC is unable to proceed with the application for a 1PAY E-Wallet and ONECARD or ONECARD Kids+ membership and reserves the right to cease the processing of the application and decline the request for the services.

On the other hand, the provision of Personal Data which are not compulsorily required are entirely at your discretion.

What Steps Are Taken to Safeguard the Security and Safety of Your Personal Data?

BUCC is required under the Act to protect and safeguard your Personal Data by taking practical steps to implement security measures thereto, i.e. to protect your Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

BUCC have assigned specific responsibilities to address privacy and security related matters to a dedicated team and do enforce our internal policies and guidelines through an appropriate selection of activities, including proactive and reactive risk management, training and assessments. BUCC takes appropriate steps to address online security, risk of data loss and such other risks taking into consideration the risk represented by the processing and the nature of the data being protected. Further, BUCC takes steps to limit access to our data bases containing Personal Data to authorized persons having the justified need to access such information.

How Long Do We Retain Your Personal Data?

The Personal Data shall not be kept for longer than is necessary. The Personal Data will be retained in compliance with this Privacy Policy for the duration of your relationship with BUCC as a 1PAY and ONECARD or ONECARD Kids+ Member and for such extended period as may be necessary to protect the interests of both parties as deemed necessary under any laws or relevant regulations.

BUCC shall destroy and/or permanently delete your Personal Data once it is no longer required for the purpose for which it was processed.

Your Rights

(1) The Right of Access Personal Data

Subject to the provisions of the Act, you have the right to access your Personal Data and/or to correct your Personal Data with BUCC should you believe that the Personal Data provided is incorrect, outdated, inaccurate or incomplete. You may access to your Personal Data at the contact particulars **provided below**.

BUCC requires you to enter a password to access your Personal Data, including bank account details, credit and/debit card information stored in your 1PAY and 1 Utama Mobile App's personal profile.

[Disclaimer: No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we use reasonable efforts to protect your Personal Information, we cannot guarantee its absolute security.]

(2) The Right to Correct Personal Data

We assume that the Personal Data you provided are accurate, up-to-date and complete. You may request for the Personal Data provided to be deleted and/or corrected if the data is inaccurate, incomplete, misleading or not up-to-date at the contact particulars **provided below**.

The integrity of the Personal Data which is collected is a crucial element in the Act. BUCC shall take reasonable steps to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date.

(3) The Right to Withdraw Consent

The consent which you have granted in respect of the processing of your Personal Data may be withdrawn any time by notice in writing to the contact particulars as provided below. BUCC shall cease processing of your Personal Data upon receipt of your notice.

BUCC shall be required to obtain your explicit consent in the event that "Sensitive Personal Data" is being processed by BUCC and "Sensitive Personal Data" shall include medical history, political opinions, religious beliefs and commission or alleged commission of any offence.

(4) The Right to Prevent Processing for the Purposes of Direct Marketing

BUCC shall process your Personal Data in strict adherence to the consent which you have granted in respect of the processing of your Personal Data. BUCC will not process data for purposes of any direct marketing in which such consent has not been obtained from you.

Should you receive marketing materials from BUCC via short messaging service (SMS), e-mails, telephone and/or by post and you wish to discontinue such receipt of marketing information, you may provide BUCC with a "opt out" notice to remove/delete your Personal Data from BUCC's database. Once an "opt out" notice has been received from you, BUCC shall within a reasonable time remove/delete your Personal Data from our database.

Notwithstanding the above, you may not opt-out of communication or updates related to the Member's T&C or this Privacy Policy, unless you choose to deactivate your use of 1PAY upon the expiry or cancellation of the ONECARD and 1PAY E-Wallet.

(5) The Right to Prevent Processing which is likely to cause Damage or Distress

We reiterate that BUCC shall process your Personal Data only where you have granted your consent for the processing of your Personal data for the above stated purposes only.

You have the absolute right to prevent the processing of your Personal Data where your consent has not been obtained for such specific purposes and such processing of your Personal Data will cause or is likely to cause substantial unwarranted damage or distress to you or another person.

Change/Amendments to this Privacy Policy

BUCC may from time to time change this Privacy Policy to reflect the changes in law or regulations stipulated by the relevant authority, our business policies, practices and procedures, and the evolving privacy rules. The updated version of the Privacy Policy will be posted on the 1Utama Mobile App and the ONECARD website. However, if the changes made are material, BUCC will post a notice advising of such change at the beginning of this Privacy Policy and use reasonable means to communicate to you such change within twenty one (21) days from such change.

You may at any time make written enquiries about this Privacy Policy and/or to enforce any of the above stated rights by contacting BUCC via post, telephone, fax or e-mail at:

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