

**1PAY E-WALLET AND ONECARD MEMBER TERMS AND CONDITIONS OF USE**

(V.10.0 11 NOVEMBER 2024)

**Definitions**

<b>1PAY</b>	The electronic payment system which is established and managed by the Operator for use by ONECARD Members comprising: (a) the 1PAY E-Wallet; (b) payment by credit card, debit card or online banking linked in the 1 Utama SuperApp (“Direct Pull Transaction”); (c) payment by redemption of UPoints using the ONECARD; (d) payment of car park fees at designated car parks by CPC; (e) payment for purchase of ONECARD Gift Cards and shopping vouchers; and (f) any other online and offline means that may be introduced by the Operator from time to time.
<b>E-Wallet</b>	The electronic wallet under 1PAY accessed via the 1 Utama SuperApp or a valid physical ONECARD (by swiping or tapping) which allows the ONECARD Member to make payments at designated outlets denominated in Ringgit Malaysia.
<b>E-Wallet Top Up</b>	When a ONECARD Member increases the Cash balance in its E-Wallet in the following manner: (a) by debit card, credit card or online banking via the 1 Utama SuperApp; and (b) by debit card, credit card or online banking via the ONECARD website and/or other 1 Utama City Group websites. For the avoidance of doubt, the earning of UPoints, conversion of UPoints into CPC and top ups of CPC are not E-Wallet Top Ups.
<b>1PAY Transaction</b>	A completed and successful payment made by the ONECARD Member to: (a) a Merchant for a purchase at the Merchant’s Outlet; or (b) the operator of ONESHOP for a purchase on ONESHOP,  using 1PAY as a payment using Cash, payment by UPoints (through a Redemption Transaction) or a combination of the two or as a Direct Pull Transaction. For the avoidance of doubt, E-Wallet Top Ups are not 1PAY Transactions.
<b>1 Utama SuperApp</b>	The mobile application developed by the Operator for 1 Utama Shopping Centre and 1 Utama City Group entities in both Apple OS and Android OS versions that is made available to be downloaded by shoppers from the Apple App Store, Google Play Store and Huawei App Gallery respectively.

<b>Car Park Credits (“CPC”)</b>	<p>Credit denominated in Ringgit Malaysia that is stored in a ONECARD and used for the payment of car park fees at designated car parks and may be topped-up:</p> <p>(a) at selected autopay stations (“APS”) which are located at designated properties including the Operator’s Building; or</p> <p>(b) via 1PAY.</p> <p>For the avoidance of doubt, the CPC are different from and are stored separately from the 1PAY E-Wallet.</p>
<b>CASH</b>	<p>The amount in Ringgit Malaysia credited into the E-Wallet by one of the methods accepted by the Operator as an E-Wallet Top Up. For the avoidance of doubt, UPoints and CPC are not Cash.</p>
<b>CPC Top Ups</b>	<p>When a ONECARD Member increases the CPC balance via one or more of the methods and at any of the locations provided in Clause 66.</p> <p>For the avoidance of doubt, 1PAY E-Wallet Top Ups are not CPC Top Ups.</p>
<b>Child</b>	<p>A person under the age of eighteen (18) years old.</p>
<b>Direct Pull Transaction</b>	<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 of ONESHOP for a purchase on ONESHOP from the Credit Card, debit card or online banking account linked by the ONECARD Member to the 1 Utama SuperApp. For the avoidance of doubt, a Direct Pull Transaction is not a Card Transaction.</p>
<b>Earning Transaction</b>	<p>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 purchases of Merchant-listed items made on ONESHOP by way of physical cash, debit card, credit card, online banking, 1PAY (including without limitation payment via E-Wallet, Direct Pull Transactions and Redemption Transactions), Card or any other payment methods accepted by the Merchant or the operator of ONESHOP.</p> <p>For every RM1.00 of the Total Invoice Value (rounded down to the nearest RM1.00), the ONECARD Member earns 1 UPoint.</p>
<b>Know Your Customer (“KYC”)</b>	<p>The continuous process by the Operator of collecting and verifying a ONECARD Member’s information prior to joining the ONECARD Programme and throughout the membership period.</p>
<b>Merchant</b>	<p>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.</p>
<b>Merchant Outlet</b>	<p>The Tenant Outlet as defined in the ONECARD and 1PAY Participation Agreement that accepts the use of 1PAY and participates in the ONECARD Programme.</p>
<b>ONECARD</b>	<p>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:</p> <p>a) a personalised physical ONECARD; and</p> <p>b) a personalised electronic ONECARD called e-ONECARD made available to the</p>

	<p>ONECARD Member via the 1 Utama SuperApp.</p> <p>All references to ONECARD includes ONECARD Kids+ wherever the context requires.</p>
<b>ONECARD Member</b>	A valid shopper participant of the ONECARD Programme.
<b>ONECARD Programme</b>	The shopper loyalty and privilege programme established and managed by the Operator.
<b>ONESHOP</b>	The e-commerce platform established and managed by 1 Utama Shopping Centre Sdn Bhd (Registration No. 199501017144 (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.
<b>Operator</b>	Bandar Utama City Centre Sdn Bhd (Registration No. 199401036700 (322382-T)) of 4th Floor, Centre Management Office, 1 Utama Shopping Centre, Lebuhraya Bandar Utama, 47800 Petaling Jaya, Selangor, Malaysia.
<b>Redemption Transaction</b>	The reduction of UPoints from the ONECARD Member's UPoints balance 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 unless indicated otherwise by the Operator.
<b>Total Invoice Value</b>	<p>In relation to a purchase (as determined by the Merchant or the Operator of ONESHOP, from time to time):</p> <p>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 Tax (where applicable); or</p> <p>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 Tax (where applicable).</p>
<b>UPoints</b>	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 or to be utilized as CPC Top Ups.
<b>Tax</b>	Any sales tax, service tax or consumption tax that may be implemented by the Government.

## **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. In relation to all electronic applications via our online channels, you are deemed to have accepted these Terms and Conditions of Use upon checking the "I Agree" checkbox before clicking on the "Sign Up" button.
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 one (1) ONECARD or one (1) ONECARD Kids+ (whichever is applicable) and one (1) 1PAY E-Wallet and one (1) 1 Utama SuperApp 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. A Child who wishes to apply for a ONECARD or a ONECARD Kids+ (whichever is applicable) and a 1PAY E-Wallet and a 1 Utama SuperApp 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) The applying parent or legal guardian of the Child shall be fully liable and responsible for any act or omission of the Child in relation to the use of the ONECARD Kids+, the 1PAY E-Wallet and/or the 1 Utama SuperApp account (whichever is applicable) in accordance to the Terms and Conditions of Use herein

## **LUXE AND SILVER TIER**

6. You may be eligible to be upgraded to ONECARD LUXE or ONECARD SILVER 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. There will be a LUXE card issued for the upgraded LUXE status, while there will be no change in ONECARD if the ONECARD SILVER status is attained. The ONECARD SILVER status will be updated and reflected on the 1 Utama SuperApp.
7. In order to maintain the LUXE or SILVER status once the upgraded LUXE or SILVER status has been attained, you must continue to meet the spending and frequency criteria of each status as set by the Operator for each year. If you do not fulfil the set criteria, your status will revert to a standard ONECARD or ONECARD SILVER (as the case may be) after a period of 1 year.
8. 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.
9. With the LUXE or SILVER status, you have access to the LUXE Lounge (subject to a maximum number of visits in a year for SILVER), Birthday treats and other benefits which the Operator offers from time to time. These privileges are strictly not transferable. The Operator reserves the right to amend, add or delete any privileges offered under the LUXE & SILVER status in its absolute discretion at any time.
10. The Operator reserves the right to downgrade your LUXE or SILVER 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.
11. In the event of a downgrade of a LUXE status, your LUXE card must be returned to the Operator at any customer service centres immediately.

## APPLICATION, VALIDITY AND RENEWAL

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

- a) the Concierge at 3<sup>rd</sup> Floor Highstreet, 1 Utama Shopping Centre (“**the Concierge**”);
- b) designated Customer Service Centres located in 1 Utama Shopping Centre
- c) ONECARD website via [www.onecard.com.my](http://www.onecard.com.my) (“**the ONECARD Website**”);
- d) ONESHOP website via [www.oneshop.com.my](http://www.oneshop.com.my) (“**the ONESHOP Website**”);
- e) 1 Utama SuperApp; and
- f) at any other points of application which the Operator may set up from time to time

13. During the application process, you will be required to set a ONECARD Login Password and a Payment PIN. You must not disclose your ONECARD Login Password and Payment PIN to anyone and must take all steps to prevent its disclosure. You agree that by joining the ONECARD Programme and applying for a 1PAY E-Wallet and a 1 Utama SuperApp account, you consent for your personal data to be used and/or disclosed by the Operator in accordance with the Personal Data Protection Act 2010. You shall be fully liable and responsible for all activities undertaken using your ONECARD, 1PAY E-Wallet and 1 Utama SuperApp account including any illegal, unlawful or unauthorized transactions where you shall take all reasonable steps to prevent such transaction and the Operator will not be liable for any compensation, loss or damage arising from the use of your ONECARD, 1PAY E-Wallet and 1 Utama SuperApp account.

14. 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 Tax (where applicable) and is not refundable.

15. 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.

16. 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.

17. 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.

18. Save and except where you had notified the Operator to cancel your ONECARD and 1PAY E- Wallet upon expiry of the current validity period (i.e. instruction not to renew upon expiry), your ONECARD auto renews 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 fee so long as there are sufficient CASH and/or UPoints in your 1PAY E-Wallet and ONECARD. The CASH and UPoints used towards the renewal fee are not refundable. The auto deduction will follow the CASH-first deduction policy.

19. For each renewal of a ONECARD, the existing balances of the CASH, UPoints and CPC will be carried forward.

20. If the existing balances of the CASH and/or UPoints falls below RM 20.00 which is insufficient for the 3 years auto-renewal, any available CASH and/or UPoints balance (regardless of the total balance) will be deducted towards the auto renewal for the period of 1 year commencing from the expiry date of the current validity period.

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 1 Utama SuperApp account without having to provide reasons;
- b) suspend, revoke or terminate a ONECARD, 1PAY E-Wallet and 1 Utama SuperApp account without having to provide reasons; or
- c) to amend these Terms and Conditions of Use from time to time by giving 14 days written notice to you.

## **KYC**

22. In your application for a ONECARD or ONECARD Kids+ (whichever is applicable) and 1PAY E- Wallet, you must fulfil the Know Your Customer (“**KYC**”) requirements as required by the Operator by filling in all of the compulsory fields required in the application form accurately and completely, completing all electronic KYC requirements for online applications (“**e-KYC**”) (where applicable), signing or electronically submitting the form and produce or submit a copy of your personal identification (IC or Passport) for the Operator’s verification as and when required. If the Operator, in its sole and absolute discretion, determines that you fail to comply with or fulfil the KYC or e-KYC requirements, the Operator may reject your application.

23. If the Operator in its sole and absolute discretion, suspects or finds that you are;

- a) 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;
- b) from a sanctioned country;
- c) blacklisted by any licensed banks, financial institution or e-money issuers in Malaysia or abroad, from high-risk country, included in databases of money laundering and terrorism financing sources, included in global lists and information provided by local and foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), Specially Designated Nationals (SDN);
- d) politically exposed persons (PEP), relatives or close associates of PEPs (RCA);
- e) in any lists or databases as provided by the Financial Action Task Force (FATF);
- f) or any other relevant lists may be issued by the relevant government,

the Operator may, upon discovery, at its’ sole and absolute discretion, reject your application for ONECARD or ONECARD Kids+ (whichever is applicable), 1PAY E-Wallet and 1 Utama SuperApp account, suspend or terminate your ONECARD or ONECARD Kids+ (whichever is applicable), 1PAY E-Wallet and 1 Utama SuperApp account, not process any transaction or any type of request, at any time and provide all relevant information including your personal data to the authorities where required without notice to you.

24. To fulfill the Operator’s KYC requirements, the Operator may request for additional information pertaining to transactions in a single or accumulated transaction which may exceed a certain limit subject to the Operator’s discretion from time to time. Additional information requested by the Operator must be provided in order to continue use 1PAY E-Wallet.

## **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 1 Utama SuperApp, activating the 1 Utama SuperApp account and 1PAY E-Wallet and using the 1 Utama SuperApp account and 1PAY E-Wallet in accordance with these Terms and Conditions of Use.

26. In order to use the 1PAY E-Wallet and 1 Utama SuperApp 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 1 Utama SuperApp account will also expire or is suspended or terminated (whichever is applicable).

27. Each 1PAY E-Wallet must not contain CASH of more than RM4,999 at any one time (“**CASH Limit**”).

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

- a) by linking a ONECARD Gift Card;
- b) by online banking, credit card and debit card via the 1 Utama SuperApp; and
- c) by online banking, credit card and debit card via the ONECARD Website.

29. You may use the 1PAY E-Wallet and 1 Utama SuperApp 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.

30. Additionally, you may use the 1PAY E-Wallet to make a CPC Top Up using CASH, UPoints as a Redemption Transaction or a combination of both in accordance with the CASH-first deduction policy.

31. The daily CASH transaction limit of RM4,999 is applicable for both Android & IOS devices.

32. 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 E-WALLET TRANSACTION, DIRECT PULL TRANSACTION AND 1PAY E-WALLET TOP UP (“REFUND”)**

33. If you request for a refund or chargeback in relation to a 1PAY E-Wallet 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) If the request is approved by the Operator, the refund sum will be credited to you by a reversal of the 1PAY E-Wallet Transaction or Direct Pull Transaction within 30 days upon the receipt by the Operator of the Refund request;
- c) If the Refund causes the balance in the 1PAY E-Wallet to exceed its CASH Limit of RM4,999 the Refund will be made by way of ONECARD Gift Card;
- d) 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;
- e) 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. The Operator shall process the Refund within fourteen (14) days from the Refund request or up to thirty (30) days if further investigation is required;
- f) Any UPoints awarded on the corresponding Earning Transaction will be reversed accordingly;
- g) For Refunds of RM 5,000.00 and above, you may be required to provide additional information to the Operator in order to process the Refund request.
- h) 1PAY E-Wallet Top Ups are only refundable with valid reasoning provided to justify the Refund and any such Refund shall be entirely at the Operator’s discretion whether to allow or decline any such request for a Refund.
- i) The Operator will deduct an administrative fee of RM5.00 (inclusive of Tax where applicable) from your CASH balance to process the Refund.

#### **REFUND UPON CANCELLATION**

34. Upon the cancellation of your 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 cancellation if you have provided all the required documents and information to the Operator. UPoints are not refundable.

35. 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.

36. The Operator will deduct an administrative fee of RM5.00 (inclusive of Tax where applicable) from your CASH balance to process the Refund.

37. If you do not provide the necessary bank account details for the refund and the Operator is unable to contact you subsequently despite the Operator’s reasonable efforts to obtain the necessary details from you, your ONECARD auto renews without further notice to you (as set out in Clause 19) after a period of 90 days from the date of receipt of your cancellation notice.

38. For the avoidance of doubt, “cancellation notice” shall include an instruction to cancel your ONECARD and 1PAY E-Wallet upon expiry of the current validity period (i.e. instruction not to renew upon expiry) as highlighted in Clause 19.

#### **REJECTION OF REFUND**

39. The Operator reserves the right to reject any request for a 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 based on the Total Invoice Value (subject to determination by the Merchant or the Operator of ONESHOP, from time to time).
43. The Operator and/or the Merchant may, in their sole and absolute discretion, decide or determine:
  - a) whether a purchase and/or Total Invoice Value is entitled to earn UPoints; and
  - b) the number of UPoints earned from Earning Transactions or required for a Redemption Transaction including but not limited to increasing or decreasing the number of UPoints earned from Earning Transactions or required for a Redemption Transaction.
  - c) In the event that there is a conflict between the Operator's or the Merchant's decision or determination, the Operator shall make the final decision or determination of any UPoints to be earned from Earning Transactions or required for a Redemption Transaction.
44. In the event that a Merchant mistakenly/inadvertently awards an incorrect number of UPoints to you for an Earning Transaction, the Operator shall upon receiving proper justification and/or proof from the Merchant be entitled to make the necessary adjustments to your UPoints balance by adding or deducting your UPoints, as the case may be. Where the adjustment involves a deduction of your UPoints, the Operator will endeavour to notify you of the same via phone call or email prior to the deduction. For the avoidance of doubt, the Operator shall be entitled to proceed with the deduction of your UPoints regardless of whether notification of the same has been delivered to/received by you.
45. The UPoints earned are not transferable to other ONECARD Member.
46. You may also use the ONECARD to obtain privileges and benefits offered by the Operator and the Merchant from time to time.
47. In order to enjoy the ONECARD privileges and services in the ONECARD Programme, you must:
  - a) present the ONECARD at the Merchant Outlets at the time of purchase; or
  - b) utilise 1PAY E-Wallet to perform any transactions; or
  - c) link your ONECARD details to your ONESHOP account; or
  - d) enter your ONECARD details at the time of check out for transactions made via ONESHOP.

## **ONECARD GIFT CARD**

48. You may purchase a ONECARD Gift Card from the Operator at the Customer Service Centres or on ONESHOP. Purchase of a ONECARD Gift Card is not entitled for the earning of any UPoints.
49. The ONECARD Gift Card may be in the form of:
  - a) a physical ONECARD Gift Card; or
  - b) an e-ONECARD Gift Card.
50. The minimum monetary value for each ONECARD Gift Card is RM10.00 and the maximum monetary value is RM4,999.
51. If you are a recipient of a ONECARD Gift Card, you are required to link the ONECARD Gift Card to your 1PAY E-Wallet before the expiry date. In the event that the ONECARD Gift Card received has not been linked and it expires, the monetary value of the ONECARD Gift Card will be forfeited and the Operator will neither be liable to you nor the purchaser of the ONECARD Gift Card for any compensation, loss or damage whatsoever or all requests to obtain a refund of the monetary value of the ONECARD Gift Card shall not be entertained.
52. You may link ONECARD Gift Card to your 1PAY E-Wallet via ONECARD website or via 1 Utama SuperApp. If you are NOT an existing ONECARD Member, you may apply for a ONECARD free of charge for a 5 years validity period.
53. 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 its expiry date by submitting a refund request to the Operator at the Operator's sole and absolute discretion. Refunds of the monetary value of the ONECARD Gift Card to you as the purchaser 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.

54. In the event of loss of any physical ONECARD Gift Card, a replacement may be only requested by the original purchaser at any Customer Service Centres.

55. For the avoidance of doubt, refund is only available to the original purchaser of the ONECARD Gift Card. Gift card which was gifted or transferred to another ONECARD Member is not entitled for a refund.

56. For any ONECARD Gift Card purchase which cumulatively exceeds RM5,000 in a single transaction, the Operator may request for additional information pertaining to the purchase prior to approving/processing the transaction. Subject to the Operator's review and discretion, your ONECARD Gift Card purchase will be completed within three (3) business days.

57. An administrative fee of RM 5.00 is required to process the refund request.

#### **CPC**

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

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

60. The maximum CPC balance in each ONECARD is RM100.00 and the minimum CPC Top Up amount is RM10.00.

61. A minimum CPC balance of RM5.00 is required for entry into a Bandar Utama Car Park.

62. 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.

63. All CPC balances as at 23 June 2020 will be converted and stored as UPoints if you have converted UPoints into CPC at least once during your membership term. If you have never converted UPoints to CPC during your membership term, your CPC balance will be converted and stored as CASH in your ONECARD.

64. CPC Top Ups can be done via the following methods and at the following locations:

- a) by physical cash at selected APS which are located at designated Bandar Utama properties;
- b) via 1PAY E-Wallet.

65. CPC Top Ups are not reversible and non-transferable.

66. The usage of CPC to pay for car parking fees will follow the CASH-first deduction policy.

67. CPC is non-refundable, save and except upon the expiry or cancellation by you of the ONECARD, whereby the remainder CPC balance in your ONECARD that was topped up using physical cash or via the CASH portion in the 1PAY E-Wallet 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.

68. All refunds of CPC upon cancellation 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.

69. The Operator will deduct an administrative fee of RM5.00 (inclusive of Tax where applicable) and any other bank charges imposed (if any) from your balance to process the ONECARD expiry or cancellation refund.

70. 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**

71. Subject to Clause 74 below, you may transfer CASH and UPoints from your 1PAY E-Wallet to another ONECARD Member's 1PAY E-Wallet ("**Transfer**").

72. 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) upon confirmation of the Transfer, the Transfer cannot be reversed or cancelled either by the Transferor or the Transferee; and
  - d) Any transfer be it from CASH portion or UPoints will be converted and received as UPoints by the Transferee.
  - e) Transferred amount is not refundable, nor can it be exchanged for cash in the event of a ONECARD cancellation.
73. You may request a Transfer at any ONECARD e-kiosk, the ONECARD website or via the 1 Utama SuperApp.
74. The amount of the Transfer will be credited into the Transferee's 1PAY balance within 3 working days from the date of receipt of the Transfer request by the Operator from the Transferor.
75. The Operator will notify you via push notification or SMS to acknowledge receipt of your request.
76. The successful Transfer transaction will be reflected in the transaction history of both the Transferor and Transferee.

## **DISPUTES**

77. If you wish to dispute any transactions in relation to ONECARD or a 1PAY E-Wallet 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.
78. 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.
79. 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](mailto: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.

80. If you have any dispute, complaint or feedback relating to the ONECARD Programme or 1PAY, please contact the Operator via email at [onecard@1utama.com.my](mailto:onecard@1utama.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**

81. 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.
82. A replacement fee of RM10.00 (inclusive of Tax where applicable) will be charged for the replacement of lost, stolen or damaged cards. This replacement fee is not refundable.
83. 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

84. 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.
85. You must return the physical ONECARD upon the cancellation of the ONECARD.

## SUSPENSION AND TERMINATION

86. As a ONECARD Member and user of 1PAY E-Wallet or 1 Utama SuperApp account, you must take reasonable steps to ensure the safety and proper use of your account.
87. If the Operator has a reasonable suspicion that you are in breach of these Terms and Conditions of Use or any use or transaction relating to ONECARD or 1PAY E-Wallet or 1 Utama SuperApp account is fraudulent, illegal or in error, the Operator may, in its sole and absolute discretion, suspend or terminate your ONECARD, 1PAY E-Wallet and 1 Utama SuperApp account and/or suspend any transaction at any time without notice pending further investigation or upon the conclusion of investigation.
88. In the event that the Operator conducts an investigation, you shall provide your best co-operation and all required documents and information requested by the Operator shall be furnished in a timely manner.
89. In the event that the Operator is notified of any chargeback or unauthorized transaction, the Operator shall commence investigation and based on the Operator's review and sole discretion, the Operator may suspend or terminate your ONECARD, 1PAY E-Wallet or 1 Utama SuperApp account at any point of time without further notice to you and subsequently upon the conclusion of any investigation, the Operator may at its' sole and absolute discretion refund the whole or partial disputed amount back to you subject to Clause 36 and Clause 41 above. 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.
90. For the avoidance of doubt, an "Unauthorized Transaction" shall mean when the available balance (wholly or partially) is sent or utilized from your ONECARD or 1PAY E-Wallet without your authorization and due to no fault of your own.
91. However, please note that if you authorize/allow someone to access your 1PAY E-Wallet account (whether previously or continuously) i.e: provide third party with your login information or 6-digit payment pin and they conduct transactions without your knowledge or permission, the Operator shall not be responsible for any consequences arising from this manner of unauthorized use and such transactions shall **NOT** be considered as Unauthorized Transaction.
92. Additionally, the transactions and circumstances below are NOT considered as Unauthorized Transaction;
- a) Duplicate or multiple transactions made from the funding source at the same day, time and venue via 1PAY E-Wallet or ONECARD Redemption;
  - b) Duplicate claims were made through other mediums, i.e.: payment was made via other funding source and additionally at the same time, payment was initiated via 1PAY E-Wallet or ONECARD Redemption;
  - c) Intention of fraud or negligence is found i.e.: during investigation, ONECARD Member admitted that the transaction was performed by him/herself, or the ONECARD Member had given the consent to third party to perform the transaction, or the ONECARD Member had mistakenly filed for dispute/chargeback at the issuing bank;
  - d) ONECARD Member failed to provide all the required information/documents for the Operator's investigation within the stipulated timeframe;
  - e) Transaction occurred under unforeseeable circumstances, including but not limited to, natural disasters, outbreak of war, terrorist incidents, and/or civil unrest, which are beyond the Operator's reasonable control;
  - f) Transaction occurred as a result of any third-party terminal or system being impacted by, including and not limited to, hacking attempts, bank system upgrades/malfunctions, telco downtime, etc. of which you are aware before the unauthorized transaction took place;
  - g) ONECARD Member's mobile phone is rooted or jailbroken;
  - h) ONECARD Member's 1PAY E-Wallet app is not downloaded from legitimate sources. Examples of legitimate and reliable sources are including, but not limited to App Store, Google Play Store and Huawei App Gallery;
  - i) Accidental and/or erroneous 1PAY E-Wallet Top Up occurs, i.e. you top up using credit card A instead

of credit card B;

- j) ONECARD Member has made a Transfer to another ONECARD Member's 1PAY E-Wallet or such Transfer was made by mistake/accident; and/or
- k) any other reasons which the Operator deems reasonable.

93. During any investigation or upon the conclusion of an investigation, if the Operator finds the disputed transaction falls under the above listed circumstances (not an Unauthorized Transaction) or that the ONECARD Member had attempted to or deliberately carried out any fraudulent transaction through their 1PAY E-Wallet, the Operator reserves the right to take the necessary actions such as deducting the total available CASH balance in their 1PAY E-Wallet, permanently suspending or terminating the ONECARD Member from using their ONECARD and 1PAY E-Wallet, claiming any balance of monies from the ONECARD Member and/or filing the necessary report with the relevant authorities, including but not limited to, lodging a police report. Notification will be sent to the ONECARD Member prior to any deduction by the Operator.

94. In any of the above situations herein, the Operator shall not be liable to you or any third parties for any compensation, loss or damage whatsoever.

## **POLICY OF PRIVACY & DATA PROTECTION**

**BANDAR UTAMA CITY CENTRE SDN BHD (Registration No.:199401036700 (322382-T)) (“BUCC”)** respect 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 within the ambit of the Act.

### **Scope of the Act**

The Act primarily 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.

The Act only applies to the processing of personal data in respect of “commercial transactions”. A commercial transaction is widely defined as 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 commercial element in the processing of the personal data to attract the application of the said Act.

### **What Personal Data Do We Collect?**

BUCC will collect certain Personal Data when you sign up with BUCC as a ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ cardholder and any additional information required from time to time in connection with the provision of services, obtaining of feedback or conducting of surveys related to ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+.

In addition to the above, there are certain Personal Data collected when you use the ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ for the purposes stated above.

The Personal Data which BUCC may collect are as follows:

- \*Name
- \*IC, Passport, MyKid and Birth Certificate number
- \*Gender
- \*Age
- \*Date of birth
- \*Address
- \*Telephone number
- \*E-mail address
- \*Nationality
- Profession
- Income range
- Nature of business
- Purpose of transaction
- Language preferences

### **What is the Purpose of the Collection of Personal data?**

By providing your Personal Data to BUCC herewith, you hereby agree that BUCC shall collect, retain and use the Personal Data for the purposes stated below and where required by law, 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.

- a) Notification of critical alerts, special offers, new services and products, updates and promotions of Tenants in 1 Utama Shopping Centre, and or other related corporations of 1 Utama City Group.
- b) Conducting surveys and research of spending pattern of consumers to develop new products and services and/or other related surveys/researches.
- c) Communication of any information pertaining to products and services under the related corporations of BUCC.

#### **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 organisational security measures when processing the Personal Data collected.

Selected Personal Data may be shared with entities participating in and/or providing services for ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ (including tenants, consultants, agents, data processors and vendors) for use in connection with the ONECARD programme (including but not limited to identification of and communication with ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ Cardholders, resolving of disputes, participation in promotional activities, surveys or contests). BUCC may share your Personal Data with selected tenants of 1 Utama Shopping Centre and other participating outlets to enable them to send materials to and contact ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ Cardholders on their marketing programmes in the same manner. You may at 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?**

The Personal Data compulsorily required by us for the stated purposes are as marked in asterisk (\*). Should you decide not to provide the compulsory personal data required, BUCC is unable to proceed with the application for ONECARD LUXE, ONECARD SILVER, ONECARD or ONECARD Kids+ and reserves the right to cease the processing of the application and issuance of the ONECARD.

On the other hand, the Personal Data which are not marked with asterisk are not compulsorily requires and as such, provision of such Personal Data is 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 manners 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 other such 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. Whilst the Act does not stipulate the time frame allowed for storage of your Personal Data, 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

The Act accords five (5) rights to individuals to safeguard their Personal Data as listed below:

**(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**.

**(2) The Right to Correct Personal Data**

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 not necessarily endure forever, as you may by notice in writing to the contact particulars provided below withdraw the consent granted. BUCC shall cease processing of your Personal Data upon receipt of your notice.

You are entitled to withdraw your consent at any time.

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. As such, BUCC shall never process data for purposes of direct marketing where such purpose has not been identified and 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.

**(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. 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 hereafter make written enquiries about this Privacy Policy and/or to enforce any of the above stated five (5) rights by contacting BUCC via post, telephone, fax or e-mail at:

**BANDAR UTAMA CITY CENTRE SDN.BHD.**

(Registration No. :199401036700 (322382-T))

1PAY AND ONECARD PROGRAMME

4<sup>th</sup> Floor, 1 Utama Shopping Centre, Lebuhraya Bandar Utama

Bandar Utama 47800 Petaling Jaya Selangor Darul Ehsan Malaysia

Tel: (03) 7726 4788

Fax: (03) 7722 5788

E-mail: [onecard@1utama.com.my](mailto:onecard@1utama.com.my)