'Money-back Guarantee' Terms and Conditions

Updated Date: 4th OCTOBER 2024

Effective Date: 24th OCTOBER 2024

TNG Digital Sdn Bhd ("The Company") 'Money-back Guarantee' Policy is our guarantee that you won't be held responsible for unauthorised charges made with your Touch 'n Go eWallet account ('TNG eWallet account'). You are protected if your TNG eWallet account stored value is fraudulently used, online or offline subject to the applicable terms and conditions.

### **1.1 Protection against unauthorised transactions**

As a user of TNG eWallet, you have the obligation to ensure the safety of your account. However, when an unauthorised transaction occurs in your account due to no fault of your own, The Company will refund such sums to you in accordance to the Money-back Guarantee policy subject to the applicable terms and conditions.

An "unauthorised transaction" occurs when the stored value (wholly or partially) is sent from your TNG eWallet account without you authorising it and due to no fault of your own.

However, please note that if you authorise/allow someone to access your TNG eWallet account (for instance, provide them with your login information or 6-digit pin) and they conduct transactions without your knowledge or permission, The Company will not be responsible for all the consequences arising from this manner of unauthorised use and such transactions will not be covered under this Money-back Guarantee Policy.

# 1.2 How do I submit my claim for my unauthorised transaction?

There are 2 ways to file your unauthorised transactions, of which the first is The Company's website (https://support.tngdigital.com.my/hc/en-my/requests/new?ticket\_form\_id=360002719433) and the second is via your TNG eWallet app.

# 1.2.1 Claims Submission

Step 1: Visit Touch 'n Go official website https://www.touchngo.com.my/  $\rightarrow$  eRefund  $\rightarrow$  eWallet (https://support.tngdigital.com.my/hc/en-my/requests/new?ticket\_form\_id=360002719433) or login to your Touch 'n Go app  $\rightarrow$  Security  $\rightarrow$  Money-Back Guarantee  $\rightarrow$  Submit a money-back guarantee claim

Step 2: Ensure you have linked your device for TapSecure prior to the reported transaction (please refer https://support.tngdigital.com.my/hc/en-my/articles/15978128933913-Linking-my-device-for-TapSecure)

Step 3: Fill up the information as required in the page, together with any attachment of the unauthorised transaction.

Step 4: Please ensure the following documents are attached during the submission:

- Police report with the transaction details (unauthorised transaction originating from Touch 'n Go VISA card are not mandatory, however highly advisable to make a police report); and
- A screenshot of the device model and name which can be found under the phone settings; and
- A picture from your TNG eWallet account transaction detail page; and
- Other valid supporting documents ie. bank/credit card statement with transaction details together with your name

Note: A gentle reminder not to upload any sensitive personal information such as full bank account or credit card details. Credit card details should only be limited to first 6 and last 4 digits. The Company shall not be liable for any files uploaded or any disclosure of such information.

Alternatively, you can get further guidance from careline at 03-5022 3888 or email to tngd.my/careline-webform for further information.

# 1.3 Actions taken by The Company upon receipt of notification

1. Once you have notified The Company and have provided The Company with the complete information / documents relating to any suspected unauthorised transaction, the following actions will be performed:

- The Company will conduct an investigation to determine whether there has been any unauthorised transaction that may be eligible for protection.
- The Company will complete the investigation within 30 calendar days from the date you provided The Company with the full and complete information / documents relating to the unauthorised transaction.
- We will inform you of our decision once we complete the investigation.

2. Should the decision be in your favor, we will credit the unauthorised transaction to your Touch 'n Go eWallet account within 5 working days.

3. If the decision is not in your favor, we will notify you accordingly.

# 1.4 Eligibility Users are covered under 'Money-back Guarantee' Policy when:

- Users have linked their device for TapSecure prior to the date of the unauthorised transaction; and
- Users have completed their TNG eWallet account upgrade by completing a full verification process and validated by our team; and
- The source of funds for the unauthorised transaction must originate from the User's own TNG eWallet account; and

• Users notify The Company in the manner prescribed herein within ninety (90) days from the date of the unauthorised transaction.

### 1.5 What's not covered?

- Where duplicated claims were made through other methods, i.e. you have filed chargeback to your credit card issuer and / or any other ewallet protection insurance product and / or you have lodged an official report to any official government organization; and/or
- Where you have authorised another third party to have access to your account (for instance, provided them with your login information). If the third party conducts transactions without your knowledge or permission, you shall be responsible for all the consequences arising from such use; and/or
- Where intention of fraud or negligence is found; and/or
- Where users fail to provide all the required information / documents for The Company's investigation; and/or
- Where the unauthorised transaction took place under unforeseeable circumstances, including but not limited to, natural disasters, outbreak of war, terrorist incidents, and / or civil unrest, which are beyond The Company's reasonable control; and/or
- Where the unauthorised transaction took place as a result of any third party terminal or system being impacted by, including but not limited to, hacking attempts, bank system upgrades / malfunctions, telco downtime, malware compromise etc.; and/or
- Any regulation or legal restriction that prevents the reimbursement to be made to you; and/or
- Where user's mobile phone is rooted, jailbroken or tampered in anyway; and/or
- Where user's TNG eWallet app is not downloaded from legitimate sources. Examples of legitimate and reliable sources are, but not limited to App Store, Google Play Store, Huawei AppGallery, and Vivo App Store; and/or
- Where an accidental and / or erroneous reload occurs, i.e you reload using credit card A instead of credit card B; and/or
- Where users have made a P2P or transfer to a third party by mistake/accident; and/or
- Other reasons The Company deems reasonable.

# 1.6 Disputes

In the event of any dispute, users have the right to lodge a report to the Financial Ombudsman Scheme as provided for under Part VIII of the Financial Services Act 2013.

### 1.7 Miscellaneous

- The Company reserves the right at its absolute discretion, from time to time, to vary, add to, delete or otherwise amend these terms and conditions of the Money-back Guarantee' Policy or any part thereof by giving you twenty-one (21) days prior notice of such changes, additions or deletions and by publishing the updated terms and conditions of the Money-back Guarantee' Policy on the website. You are advised to visit the The Company's website from time to time to keep updated of the latest variation to these terms and conditions (if any).
- The Money-back Guarantee' Policy are governed by and construed in accordance with the laws of Malaysia, and you hereby submit to the exclusive jurisdiction of the Malaysian courts