

## Website Terms and Conditions

### 1. GENERAL

- . This website herein is operated, administered, maintained and developed by TNG DIGITAL SDN BHD (Company No. 201701042478 (1256651-M) (“TNGD”, "We", "us" or "our", as the case may be) and its third party vendors. By accessing this website, you agree, acknowledge and accept without limitation and qualifications to be bound and governed by these terms and conditions (“Terms and Conditions”), including any amendments made thereto and any other additional operating policies which we, at our sole discretion, may impose from time to time (“T&C”).
- . TNGD reserves the sole right and discretion to make any amendments to this T&C; from time to time and shall be made by issuance of an updated version on the website. You are advised to visit the website from time to time to keep updated of the latest variation to these Terms and Conditions (if any). If you do not agree to such revised Terms and Conditions, you should stop accessing or using this website immediately.

### 2. YOUR CONDUCT

- . You shall not, at any time whatsoever, attempt and/or transmit any materials, data, communication and/or information, through this website or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency
- . You also agree not to hack or attempt to gain unauthorised access into this website and the services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this website and the services herein. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately.
- . We are not obliged to monitor or review your access to this website or use of the services herein. However, we may do so from time to time for our own purposes. You shall be solely responsible for your own actions.

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### 3. USER PARTICIPATION

- . You acknowledge and agree that when you submit any content on the website, you are doing so at your own discretion and risk, and by submitting the content onto the website, to the maximum extent permitted by the applicable law, you grant us a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media including but not limited for marketing, promoting and redistributing such information as we deem appropriate.
- . This website is intended for users who are at least 18 years of age. If you are under the age of 18, you confirm that you have the permission of your parent or guardian to access the website. If you do not have such consent, you must stop accessing the website.

### 4. INTELLECTUAL PROPERTY RIGHTS

- . You hereby agree that the content including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination thereof which is available on our website and services is at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights, all of which are at all times owned exclusively by us or the relevant third party vendor or other third parties, where applicable.
- . All rights in this website, the services herein and the content which are not expressly granted to you under these Terms and Conditions or otherwise, are at all times expressly reserved by us or the relevant third-party vendor or any other parties, where applicable.
- . No portion of the information on this website may be reproduced in any form, or by any means, without prior written permission from TNGD. You are not permitted to modify, distribute, publish, transmit, or create derivative works of any material found on this site for any public or commercial purposes.

### 5. DISCLOSURE OF INFORMATION

- . You acknowledge that you are aware and give your consent to TNGD that the information collected by TNGD from you (“Personal Data”) will be used and/or disclosed in accordance to TNG Group Privacy Notice as posted on Touch ‘n Go’s website at (<https://www.touchngo.com.my/policies/privacy-notice/>) (“Privacy Notice”) and the Personal Data Protection Act 2010.

## 6. DISCLAIMER

- . All content which is available on this website and the services herein are provided on an "as is" and "as available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes unless expressly provided. TNGD hereby disclaim all warranties, expressed or implied including, without limitation, those of merchantability, fitness for a particular purpose and/or arising from a course of dealing, usage, or trade practice. Any form of reference to a non-TNGD products or services is for information purposes only and shall constitutes neither an endorsement nor a recommendation.
- . We also do not warrant that this website, the services herein and the content will meet your requirements.
- . You are solely responsible for making your own assessment when accessing and using this website, the services herein, and/or the content and you agree that your access and use thereof shall be at all times at your sole risk.
- . Notwithstanding the generality of this T&C, we shall not, at any time whatsoever, be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special, incidental or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any (a) usage or inability to use this website; (b) usage of any TNGD products and/or services; and/or (c) use or reliance on any information present; even if TNGD has been advised of the possibility of such damage or loss.
- . This website may contain links to third party sites, products and/or services. Access to any other internet site linked to this website is at the user's own risk and TNGD is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. TNGD provides these links merely as a convenience and the inclusion of such links does not imply an endorsement or recommendation.

## 7. MODIFICATION

- . We may from time to time make any substitutions, removals, modifications, enhancements and/or upgrades made to the website, you agree that we will not be liable to you or any third party for any suspension or discontinuation of any of the website or any portion thereof.
- . It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, provide and maintain daily backup of the data collected by us or remotely patch or upgrade the website, which may temporarily degrade the quality of the website or result in a partial or complete outage of the website. In this regard, you agree that we will not be liable to you or any third party for any such changes.

## 8. INDEMNITY

- . You hereby agree to fully indemnify, defend and hold us, our officers, directors, employees, agents and servants harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which we may have suffered or incurred, whether directly or indirectly, in connection with or as a result of your breach of any of the provisions under this T&C.

## 9. GOVERNING LAW & JURISDICTION

- . Notwithstanding from where you gain or attempt to gain access to this website and/or the services herein, you agree that this T&C, your performance and conduct under it, your access to this website and use of the services herein, content and any disputes arising thereunder shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

## 10. LANGUAGE

- . In the event the T&C are available in Bahasa Malaysia, the English version shall prevail in the event of any inconsistency between both versions.

## 11. ACCEPTANCE OF T&C

- . You acknowledge that you shall be deemed to have read, understood, and agreed to be bound and abide by the T&C and you further acknowledge and accept all inherent risks associated in conducting any transactions over the Internet or such other electronic medium approved by TNGD.
- . We may suspend or terminate your access to the website at any time and for any reason whatsoever, with or without notice, at our absolute discretion. Should you breach these Terms and Conditions, we may take any action we deem necessary in our sole discretion under the circumstances, including but not limited to, suspending, blocking, or terminating your access to the website.

## 12. GENERAL

- . ENTIRE AGREEMENT. These Terms and Conditions, including the Privacy Notice, constitute the sole and entire agreement between you and us with respect to this website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.
- . WAIVER. Any waiver by us of any of these Terms and Conditions must be in writing. No waiver of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term of condition, and any failure of us to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.
- . ASSIGNMENT. We shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions.
- . SEVERABILITY. In the event any provision of these Terms and Conditions is held under the applicable law to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms and Conditions shall continue in full force and effect
- . NOTICES. Any notices or consents to be given to you may be given in such manner as we deem fit (including any electronic means) and will be deemed received if hand delivered or posted to your last known address or sent to your electronic mail address.

*Terms and Conditions are updated as at 6 March 2026.*