

App Terms and Conditions

1. INTRODUCTION: Welcome to Padiyo (the “**App**”). This App is published by or on behalf of Thenar Technology Sdn. Bhd. (“**TT**” or “**We**” or “**Us**”) a company registered in Malaysia under company number 1191334-H whose registered office at DF2-09-03A (Unit 3), Level 9, Persoft Tower, 6B Persiaran Tropicana, 47410 Petaling Jaya, Selangor.

By downloading or otherwise accessing the App you agree to be bound by the following terms and conditions (“**Terms**”) and our [privacy policy](#) and our [cookies policy](#). If you have any queries about the App or these Terms, you can contact Us by any of the means set out in paragraph 11 of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

2. GENERAL RULES RELATING TO CONDUCT: The App is made available for your own, personal use. The App must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the App you must comply with all applicable Malaysian laws and with any applicable international laws, including the local laws in your country of residence (together referred to as “**Applicable Laws**”).

You agree that when using the App you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

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- (b) Attempt to gain unauthorised access to the App or any networks, servers or computer systems connected to the App; or
- (c) Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify TT and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

3. CONTENT: The copyright in all material contained on, in, or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material (“**Material**”) is owned by or licensed to TT or its group companies. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without TT’s express permission.

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5. TT PRIVACY POLICY: We take your privacy very seriously. TT will only use your personal information in accordance with the terms of our [privacy policy](#) and [cookies policy](#). By using the App you acknowledge and agree that you have read and accept the terms of our [app privacy policy](#) and [app cookies policy](#) and these Terms.

6. DISCLAIMER / LIABILITY: **USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) TT DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE APP; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE APP (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN TT AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR ANY TECHNICAL FAILURE OF THE INTERNET AND/OR THE APP; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE APP. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.**

TT will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

Nothing in these Terms shall be construed as excluding or limiting the liability of TT or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by Malaysian law.

7. SERVICE SUSPENSION: NV reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

8. ADVERTISERS IN THE APP: We accept no responsibility for adverts contained within the App. If you agree to purchase goods and/or services from any third party who advertises in the App, you do so at your own risk. The advertiser, not TT, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

9. **COMPETITIONS:** If you take part in any competition which is run in or through the App ("**Competition**"), you agree to be bound by the rules of that competition and any other rules specified by TT from time to time ("**Competition Rules**") and by the decisions of TT, which are final in all matters relating to the Competition. TT reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

10. **IN-APP VOUCHER CODES/QR CODES/QR CODES GENERATOR:** Any in-app voucher codes issued by TT may only be used in accordance with our [Terms and Conditions for in-app voucher/QR CODES/QR CODE GENERATOR codes](#).

11. **Refund policy** – Once you have successfully top-up or reload with the selected denomination in Ringgit Malaysia, TT will convert the value of the Ringgit Malaysia to TOKENS. You are not entitled to full refund, however you are entitled to partial refund subject to TT final decision. Balance of TOKENS shall be converted back to Ringgit Malaysia and transfer to you. You shall bear the commissions charges for the transfer based on the banks transfer charges. Partial refund process are process centrally within 7 working days.

12. **GENERAL:** These Terms (as amended from time to time) constitute the entire agreement between you and TT concerning your use of the App.

TT reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of TT.

These Terms shall be governed by and construed in accordance with Malaysian law and you agree to submit to the exclusive jurisdiction of the Malaysian Courts.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

TT's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TT in writing.

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, TT and its group of companies.

12. **CONTACT US:** You can contact the Thenar Technology Sdn. Bhd. team at DF2-09-03A (Unit 3), Level 9, Persoft Tower, 6B Persiaran Tropicana, 47410 Petaling Jaya, Selangor, telephone 006078863919, email: hello@padiyo.net