

## **PERWIRA SUPER APP – TERMS AND CONDITIONS**

### **Introduction**

Welcome to PERWIRA Application developed for the exclusive use of the Malaysian Armed Forces (MAF) community. This App provides centralized access to government-linked services and benefits related to healthcare, education, financial assistance, and more.

The PERWIRA Application is brought to you by PERNAMA Network Sdn. Bhd., (“PERNAMA Network/us/we”), a wholly-owned subsidiary of Perbadanan PERWIRA Niaga Malaysia (PERNAMA), a government-linked corporation under the Armed Forces Fund Board located at 6, Solok Waja 1, Bukit Raja, 41050 Klang, Selangor.

This document contains the terms and conditions for access to and use of the various services, products and features of the PERWIRA Application (“the PERWIRA App or App”).

Within the PERWIRA App, you will have access to essential services across finance, lifestyle, health, education, and official communication—all in one secure app.

You will also be given the opportunity to purchase or learn more about other third-party products through the PERWIRA App. You may be asked to consent to receiving marketing and promotional information from PERWIRA App, the Issuer, and other third parties. You are not obliged to consent for the purpose of direct marketing, but your consent may be required for other purposes.

### **Acceptance of Terms**

1. By using the PERWIRA App and our services (“the Services”) you agree to the legal terms and conditions (“the Terms”) applying between you and us in relation to your use of the Services and that Malaysian law and courts will apply. The Terms are made in the English language. Please read them carefully and contact us if anything is unclear.
2. Details of how your personal data is stored and processed by PERNAMA Network Sdn. Bhd. are contained below in our Privacy Policy.
3. The details of how Issuer stores and processes your personal data are contained with the Issuer terms and conditions also accessible below.
4. In the event of any queries about these terms and conditions please [enquiries@perwira.com.my](mailto:enquiries@perwira.com.my) in the first instance and we will direct your query to the most appropriate contact.
5. To access and use the PERWIRA App, you must register for a PERWIRA account with PERNAMA Network. You must be at least 18 years of age to create an account. If you are under 18, you may only use the App with the explicit consent and supervision of a parent or legal guardian. By downloading the App and registering an account, you confirm that you are at least 18 years old, or that you have obtained the necessary

parental or guardian consent to proceed.

6. You may only have one account with the PERWIRA App.
7. Our promotions and offers and Services are offered to you by us and our third-party partners on the basis that you have provided accurate and complete information about yourself. We reserve the right unequivocally to withdraw or close your account if you breach these Terms.

### **License to Use**

1. PERNAMA Network grants you at its discretion and in conjunction with the Issuer, access to various Services in accordance with these Terms. Our Services, including the PERWIRA App, contain software, technology, confidential information and other content that is protected by intellectual property rights and other laws. We license you the right (a personal, revocable, non-transferable, non-sublicensable and non-exclusive licence) to use the App to access our Services provided you comply with these Terms and any applicable rules of the app store provider or operator (App Store, Google Play and Huawei Store).
2. We/Issuer carry out customer due diligence checks on you, and any parties involved in your transactions, in accordance with applicable law. If we ask you to, you agree to promptly provide evidence of your funding sources. You must provide us with complete, accurate, and up to date information at all times. We will not be responsible for any loss arising out of your failure to do so. You agree that we may make, directly or using a third party, any inquiries we believe are necessary to validate information you provide to us, including checking commercial databases or credit reports.
3. We remain the owners of the PERWIRA App. You do not have any right to our Services, including the App, other than to use them in accordance with the licence granted herein. Except as allowed by law or by PERNAMA Network or Issuer and you cannot use, distribute, reproduce, modify, copy, adapt, publish, translate, create derivative works from, transfer, loan, rent, sell, publicly perform or publicly display any part of our App, Services, or included platform or software. You also cannot reverse engineer, decompile, disassemble or attempt to extract the source code of that platform or software.
4. App updates. Software updates for the App may be issued through App Store or Google Play from time to time. In some cases (for example if there are security risks), you may not be able to use the App until you have installed the updated version and accepted any new terms.
5. PERNAMA Network's responsibilities. Other than as expressly set out in these Terms, we do not make any specific promises about the App. For example, we do not make any commitments about the content within the App, the specific functions of the App or its accuracy, reliability, availability or ability to meet your needs. We do not guarantee

that our Services will be uninterrupted or that they will always be available. Occasionally, we may have to interrupt the use of the App; if we do, we will restore access as quickly as we can. We cannot guarantee that the App will be free from bugs or viruses, or never be faulty.

6. Third-party rights. We respect other people's rights and expect you to do the same. You cannot use our Services, including the App, in any way that infringes or violates PERNAMA Network's or anyone else's copyright, trademark or other intellectual property rights or otherwise breaks any applicable law.
7. Third-party content. The App displays content that we do not own, and we are not responsible for. Branding, trademarks, service marks, logos and content used in the App may belong to PERNAMA Network or someone else, such as a participating merchant. You may not use content from any of our Services, including the App, unless you get permission beforehand from us or the owner of the content, or you are permitted by law.

## **Acceptable Uses**

### Restrictions on your use of our Service

1. You must comply with the Terms and with the rules in this policy. You may only use our Services for lawful purposes:
  - (a) You Cannot Use Our Services:
    - i. In any way that breaches any applicable local, national or international law or causes us to breach any applicable law;
    - ii. In any way that is fraudulent or misleading;
    - iii. To harm or attempt to harm minors in any way;
    - iv. For anything that is abusive or does not comply with our content standards;
    - v. For any unsolicited or unauthorised advertising or promotional material or any other form of spam;
    - vi. To collect or access other users' content or information without their permission;
    - vii. In any way that is likely to result in complaints, disputes, reversals, chargebacks or other liability to you, us, or any third party; or
    - viii. In any way that would locally or internationally evade any applicable taxes or facilitate tax evasion;
  - (b) You can only download the App for your own personal use (not for any business use);
  - (c) You cannot sell or pass the App to anyone else;
  - (d) Don't pretend to be someone else or say you're connected to any person or organisation if you're not;
  - (e) Don't assist or encourage any breach of the Terms or the rules in this policy.

2. We do not provide our Services to businesses or support transactions that involve:
  - (a) Gambling or betting (including lotteries, prize draws, casino gaming, off-track betting, syndicates and wagers);
  - (b) Dating and escort services;
  - (c) Adult content;
  - (d) Tobacco, narcotics, steroids, cannabis, smart drugs, certain controlled substances or other products that present a risk to consumer safety;
  - (e) Drug paraphernalia (equipment, product, or material that is modified for making, using, or concealing drugs,) or transactions which involve or relate to pharmaceuticals;
  - (f) Military and semi-military goods and services (including weapons, military software or technologies);
  - (g) Bitcoin or other cryptocurrencies;
  - (h) Support of terrorism, extremism, violence, or insurgency
  - (i) Individuals, entities or countries which are subject to international sanctions;
  - (j) Any other illegal activities.

3. We do not provide our Services to non-financial institutions that involve:

- (a) Currency conversion services;
  - (b) Money remittance services; or
  - (c) Cashing cheques that are made payable to customers.

## **User-Generated Content**

1. The following content standards apply to your use of our Services, including any content you contribute as part of our Services (if applicable):
  - (a) Don't say content is yours if it belongs to someone else;
  - (b) Any content must be accurate, genuinely held (where you state an opinion), and comply with all applicable laws;
  - (c) You will not bully, intimidate, or harass any user;
  - (d) You will not act in a manner, use the App in any way, or post any content, that is hateful, threatening, defamatory, pornographic, obscene, or discriminatory; promotes violence; contains graphic or gratuitous violence; or is otherwise offensive or objectionable'.
2. You will be in breach of your Terms with us if you undertake any of the activities set out in this policy. We will determine in our sole discretion if you have breached this policy. We may take any action that we believe is appropriate, including any of the actions set out in the Terms.

## **Limitation of Liability**

1. PERNAMA Network shall not be responsible or held liable in any way whatsoever to

you for:

- (a) Any loss, damage, inconvenience or embarrassment suffered by reason of but not limited to: – any refusal to approve the registration of a user for a PERWIRA account
- (b) Any communication, statement or representation made by PERWIRA App; or
- (c) Any defect or deficiency in goods purchased and/or services provided by PERWIRA App.

2. We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
3. We will not be liable or responsible for:
  - (a) Any act or omission of a participating merchant, including a participating merchant failing to honour an offer or reward they are the promoter of;
  - (b) For the advance payments committed to a participating merchant;
  - (c) For the goods or services purchased with your card(s); for any content or advertising material in the App that is provided by participating merchants.
  - (d) If any retailer (not just a participating merchant) fails to accept the PERWIRA card payment.
  - (e) Participating merchants are responsible for ensuring all their content is accurate and lawful.
  - (f) If you have misused your PERWIRA account and acted fraudulently
  - (g) For any business losses.
4. If you use the App for any commercial or business purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; if for any reason our Services are unavailable at any time; or for websites or apps linked to, and from, our website, including any content on them.

### **Your Liability to Us**

1. You will be responsible to us for any loss or damage we suffer that is a foreseeable result of you breaking these Terms, failing to comply with applicable law, or misusing our Services. In the unlikely event of any losses, claims, costs or liabilities arising out of any or all of the following, you agree to compensate us and our affiliates and hold us harmless for your breach of these Terms or any applicable law, or your or your Sub-account User(s) use or misuse of our Services.
2. Neither of us will be liable to the other for:
  - (a) Any loss or damage that is not foreseeable;
  - (b) Any loss or damage that is not the direct consequence of your or our respective act or omission; or

- (c) Things that are outside of your or our respective reasonable control.

## **Disclaimer and Warranties**

1. Compromised account. Contact us if you suspect your account may be compromised using the chat feature in the App or on our website immediately (and freeze your PERWIRA account) if:
  - (a) You think your account may be used without your authorisation or is otherwise compromised (for example, if your device is lost or stolen); or
  - (b) Someone else finds out the passcode for your account.
2. Check transactions regularly. All your transactions are displayed in the App. You must contact us immediately using the chat feature in the App if you see transactions that you don't recognise or that look wrong. We might be able to refund money you have lost if the transaction is due to our mistake, fraud, or errors with your transaction. If you don't tell us about any unauthorised or incorrectly initiated or executed transactions immediately, you may not be entitled to have any errors corrected or money refunded. You also may not be able to claim a refund if:
  - (a) You have broken these Terms;
  - (b) You gave us incorrect instructions for the transaction (we may reasonably assist you to recover the funds, where possible, but do not guarantee that this would be successful); or
  - (c) Any losses are not the direct result of our action.

## **Changes to Your Terms**

1. We may change these Terms and will give you notice of the changes.
2. We may also make some changes immediately, without notice, if they:
  - (a) Are required by law (we'll give you as much notice as reasonably possible);
  - (b) Relate to the addition of a new service or extra functionality of the App or our Services and do not affect terms relating to the existing Services.
3. If you don't agree to changes, you should stop using the App and any cards associated with your account. If you keep using the App or card(s) from the effective date of any new terms, we will consider you to have accepted the change.

## **Account Closure, Suspension or Blocking**

### **WHEN WE CAN SUSPEND, CLOSURE OR BLOCK YOUR ACCOUNT**

1. Ending these terms with notice. We may terminate these Terms and close your PERWIRA account or any associated services by giving you notice in accordance with the period defined under MINDEF's policies. Notice will be provided through the App or via your

registered contact information, where applicable.

2. Ending these terms without notice. We may end or suspend these Terms without notice in certain circumstances. We may without notice suspend or close your PERWIRA account immediately at any time, or block any transactions, if:
  - 2.1 We suspect criminal activity on your account, or that your account is being used fraudulently;
  - 2.2 We believe, in our sole discretion, that your use of your account is harmful to our business or our users;
  - 2.3 We reasonably believe you are in breach of applicable law;
  - 2.4 We are legally required to do so;
  - 2.5 We reasonably believe you have broken these Terms or gone over any applicable limits;
  - 2.6 You have given us false information;
  - 2.7 You have been abusive to anyone at PERWIRA App;
3. Unclear Instruction. We may also block any transaction if the instructions are unclear, incomplete or contain an error.
4. Giving You Notice. We will give you notice of suspension where possible. We will give you notice of any suspension and the reasons for such suspension as soon as we can, either before the suspension is put in place, or immediately after, unless it would compromise our reasonable security measures or be otherwise unlawful. We will lift the suspension as soon as practicable once the reasons for the suspension have ceased to exist.
5. When these Terms end you will not be able to use the App. All rights granted under these Terms shall cease and you must immediately delete or remove the App from your device.

## Contact Information

You may contact PERWIRA App by:

Email: [enquiries@perwira.com.my](mailto:enquiries@perwira.com.my)

## How We Will Contact You

We'll contact you via the App or using the contact details (phone and email) that you provided when you registered – please keep these up to date in the App. By using the App, you agree to receive electronic communications from us. If we have reasonable concerns either about the security of your PERWIRA account, card(s), or any suspected or actual fraudulent use of any of them, we will contact you via telephone, email, or both (unless contacting you would be

unlawful or compromise our reasonable security measures).

## **Complaints**

### **Merchant Complaints**

If your dispute or complaint is in relation to a participating merchant's offer, rewards, or goods or services you purchased from a participating merchant or any other retailer with your PERWIRA Account, you must settle it with that merchant or retailer. Your contract is with the merchant, not PERWIRA and the merchant's terms and conditions will apply.

## **Additional Documents**

The following additional documents also apply to your use of our Services and should be read in conjunction with the Terms and Conditions, which may be updated from time to time and are incorporated herein by reference.