Jirnexus Sdn Bhd

General Terms of Use

1. **General Description**
   We are Jirnexus Sdn. Bhd. ("Jirnexus", "we", "us" and/or "our") and we own and operate RinggitPlus.com which includes the Chatbot ("Site").

2. Your use of the Site is subject to these Terms of Use. By using the Site, you accept and agree to be bound by these Terms of Use. Please note that these Terms and Conditions are subject to changes and updates from time to time, at the sole discretion of Jirnexus without prior notice to you. It is your responsibility to check these Terms of Use periodically for any changes and updates. You can determine when we last changed and updated these Terms of Use by referring to the "LAST UPDATED" statement above. Your continued use of the Site constitutes your acceptance of and agreement to be bound by the current Terms of Use which include Changes that may be made from time to time. Should you disagree with the Terms of Use, please discontinue your access and usage of the Site.

3. Your use of the Site shall be at your own initiative and risk and in so doing, you are solely responsible for the compliance with all the applicable laws. By using this Site, you represent and warrant that you are permitted to do so under the applicable laws. You are solely responsible for all access to the Site using your internet connection, even if the access is by another person.

4. We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time with or without notice (including when you breach any of these Terms of Use).

5. **Description of Service**
   The Site is a free to use online consumer web portal for banking and insurance products. Our products and services include aggregation of consumer Financial Services Industry (FSI) products and services, reviews and guides of FSI products and services, news and updates on the FSI industry, direct purchase of insurance products, competitions and promotions and other value-added services. Any monetary exchange for any financial product (insurance policies) and (deposits) will be between yourself and the respective Insurer and/or banks.

6. **Purchase of Insurance on the Site**
   Jirnexus is an Approved Participant of BMIs Fintech Regulatory Sandbox which allows us to provide online transaction services for Motor Insurance, Term Life Insurance, Travel Insurance, E-Medical and Critical Illness. A purchase of an insurance policy made on the Site does not indicate a contract between you and the insured and Jirnexus. Rather, the contract of Insurance is between you and the respective Insurer. As such, by your purchase of an insurance policy made on the Site, you are bound to the specific terms and conditions governing the insurance policy stipulated by the respective Insurer.

   - **6.1 Payment:** The service is provided using a payment gateway service provider which is approved by Bank Negara Malaysia through a secure website. However, neither the payment gateway service provider nor Jirnexus gives any assurance, that the information so provided online by a user is secured or may not be read or intercepted by a third party. Jirnexus does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.

   - **6.2 Cancellation & Refunds:** You may at your discretion directly contact the respective Insurer to cancel an existing policy. The respective Insurer at its own discretion will determine the amount to be refunded, subject to your eligibility which shall in turn be determined by its specific terms and conditions.

   - **6.3 Nominations & Claims:** After a purchase of an insurance policy, you are advised to directly contact the respective Insurer to name your nominee(s). You may also contact the Insurer directly with matters concerning claims.

   - **6.4 SST:** Please be informed that effective 1st September 2018, the Sales and Services Tax (SST) at a rate of 6% will replace the Goods and Services Tax (GST). The type of tax and its corresponding rate is subject to government policies and laws that may be imposed from time to time and which shall apply to all insurance policies purchased on the Site.

   - **6.5 Delivery of Insurance Policy Contract or Takaful Certificate:** Your Insurance Policy Contract or Takaful Certificate will be delivered to you by email or courier at the address you have indicated in your proposal by your Insurer.

7. **Ownership and Rights**
   This Site including its text, pictures, videos, look and feel, and content (with the exception of contributed content by Users) contains proprietary and/or confidential information that is protected by applicable intellectual property and other laws. We and/or our licensors are the owner of these rights, title and interest in and to their applicable contributions to this Site. You may not print or otherwise make copies of any such content without our express prior permissions.

8. **Account Registration**
   To use and gain access to the Site’s full range of features offered and made available, you will be prompted to complete the registration process in order to establish a ringgitplus.com account.

9. **Password and Security**
   You are responsible for maintaining the security and confidentiality of the 6-digit pin that was provided to you upon your registration with the Chatbot via SMS 2FA and are fully responsible for all activities that occur under your password or account.

10. **Privacy Policy and Notice**
   In the course of you using this Site, we may collect and use information about you in accordance with our Privacy Policy and Notice.
11. **Personal Use**

Your permission to use the Site is personal to you and non-transferable, and you may not use the Site for commercial purposes. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Site except as otherwise expressly provided in the Terms of Use or as specifically authorized in a separate written agreement. Your use of the Site and all related products and services is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you shall not:

- **11.1.** use the Site for any fraudulent or unlawful purpose;
- **11.2.** use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights, rights of publicity or intellectual property rights;
- **11.3.** impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make
- **11.4.** interfere with or disrupt the operation of the Site or the services or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- **11.5.** transmit or otherwise make available in connection with the Site any virus, worm, or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software or equipment;
- **11.6.** reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- **11.7.** modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- **11.8.** remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- **11.9.** frame or mirror any part of the Site without our express prior written consent;
- **11.10.** create a database by systematically downloading and storing Site content;
- **11.11.** use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service. We reserve the right to revoke these exceptions either generally or in specific instances; and
- **11.12.** create links that are unfair and illegal and or presented in a way that is misleading or could suggest any type of association, approval or endorsement by us which does not exist.

12. **Contributed Content**

Some of the features on the Site allow you to upload and or submit content ("Content"). By uploading and or submit any Content, you represent and warrant that you have all right, title and interest to such posted Content, including but not limited to any consent, and authorization from any third party necessary for you to upload or submit the Content. By uploading or submitting Content, you further agree to give us a nonexclusive, royalty-free, perpetual, worldwide, transferable and sublicensable licence to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The Content so uploaded and or submitted further shall not:

- **12.1.** infringe any intellectual property rights or otherwise constitute breach of any agreement with any person or entity;
- **12.2.** defame, be libellous, unlawfully threaten, harass or otherwise contain subject matters that are objectionable;
- **12.3.** be obscene, pornographic or indecent;
- **12.4.** be irrelevant for the purposes of the Services offered on the Site; and or
- **12.5.** otherwise breach any law, statute or regulation.

13. **Linking**

The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

14. **Termination**

Any Content uploaded, submitted and/or posted by Users are not necessarily pre-screened or reviewed by us for its appropriateness, reliability and or compliance with any laws, and we do not at any time assume such responsibility. We thus make no representation or warranty of any kind, express or implied as to the content uploaded or submitted by Users. Regardless, without assuming any obligation to do so, we may with or without notice and without liability delete any Content, suspend or delete any account that in our sole judgment violates any Term of Use. If you become aware of any misuse of our Services by other Users, please contact us by sending an e-mail tzc.comms@ringgitplus.com.
15. The above is without prejudice to your right to terminate your account and end your use of the Site at any time and for any or no reason.

16. **User Representations, Warranties and Indemnities**
You are solely responsible for the Contents uploaded or submitted on the Site and/or the manner in which you have used the Site. We do not endorse and have no control over the Content. For the avoidance of doubt, any use from your registered account or password shall be deemed to be use and thereby, publication or republication by you, wherever applicable, within the meaning and intent of section 114A of the Evidence Act 1950. If and when notified by the alleged copyright owner of the Content, we shall proceed to remove or disable any access to the Content subject to the section 43H of the Copyright Act 1987. You agree to indemnify and hold us, our affiliates, employees and agents harmless from any claim or demand made by any third party, whether actual or alleged that arise out in connection with your use of the Site, your violation of any terms and conditions of the Terms of Use, and/or arising out of in connection with the Contents uploaded or submitted by you on the Site.

17. **Disclaimer of Warranty and Limitation of Liabilities**
We provide the Site on ‘as is’ and ‘as available’ bases. At no times should the contents provided in this Site be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction. We make no representations or warranties of any kind as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Site for any particular purpose, and to the fullest extent permissible by the applicable laws, we disclaim all said representations or warranties, express or implied. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.

18. We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available. In particular, the Site may be unavailable during periods when we are implementing or carrying out essential maintenance on the Site. The unavailability of the Site or certain content on the Site may be due to modification, and temporary or permanent discontinuance which we reserve the right to do so, with or without notice. You agree that we shall not be liable to you or to any third party for any unavailability, modification, or discontinuance of any content.

19. **Survival of Clauses**
Clauses 6, and 11-18 will survive the suspension or termination of the Site for any reason whatsoever.

20. **Severability**
If any term in these Terms of Use is or becomes invalid, illegal or unenforceable in any respect under the applicable laws, the validity, legality and enforceability of other terms shall not be affected or impaired in any way.

21. **Governing Law and Entire Agreement**
These Terms of Use, together with our Privacy Policy and Notice, shall constitute the entire agreement between you and us in relation to your use of the Site and shall supersede all previous agreements between you and us in relation to your use of the Site. These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia and parties irrevocably submit to the jurisdiction of the courts of Malaysia to hear and determine any dispute or differences out of and/or in connection to these Terms of Use.
Privacy Policy and Notice

RinggitPlus.com ("RinggitPlus") view and treat your Personal Data seriously. In order for us to provide you with the best possible advice and offers on financial products, we, Jinexeu Sdn. Bhd. ("Jinexeu", "Ringgit Plus", "we", "us" or "our") will be processing your Personal Data when you register on our website, RinggitPlus. Therefore, we have put together a Privacy Policy and Notice that guides how RinggitPlus will collect, record, hold, disclose, transfer and store your Personal Data. All of these activities are essential for our business so that we keep this great service completely free for you to use.

Please take some time to read our Privacy Policy and Notice so that you understand your rights on the matter.

1. **Collection and Use of Personal Data**
   Your Personal Data is information that relates directly or indirectly to you, who is identified or identifiable from that information or from that and other information. This includes any sensitive personal data, political opinion, religious belief or any other beliefs. During the course of your transaction and dealings with RinggitPlus, you may be requested to furnish your Personal Data from time to time. RinggitPlus and its third party service providers may share the Personal Data with each other and use it consistent with this Privacy Policy and Notice. They may also combine it with other information to provide and improve RinggitPlus’ products and services.

2. **Personal Data that RinggitPlus may collect**
   When you register to become a user of RinggitPlus’ website or send information via our official WhatsApp communications channel, we may collect a variety of your Personal Data, which may include your:
   - Name: National registration identity card number; Gender; Race; ethnic origin and religious beliefs; Postal address; Telephone number (home, mobile, office); Email address; Contact preferences; Age; Employer details and / or supporting documents; Occupation; Income and / or supporting documents; Physical or mental health or medical condition; Medical preference; Hobbies, pastimes, sports, shopping, digital lifestyle and restaurant preferences; Social Media account Username; Frequency of travel; Mobile line / Carrier provider; Smartphone brand preferences; Banking needs & preferences; Preferred media channels; Insurance needs & preferences; Utilities supplier; Marital status; Residential status; Car ownership and / or supporting documents; Investment preferences; Location Data; Family and household information and Credit card details; Physical or Digital Signatures; Biometric Identifiers (such as fingerprints or voice identification) and URL; Information on commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings. The list of Personal Data stated above is not exhaustive and may include other personal data depending on the nature of dealings or transaction. The request for these other personal data will be indicated on the relevant form that you need to fill in, depending on the nature of the dealings or transactions, and for which you would need to give consent to prior to us processing the same.

3. **How RinggitPlus use your Personal Data**
   Your Personal Data that RinggitPlus collect allows us to process the necessary transaction in relation to our services that you have opted for. Listed below are details of how RinggitPlus use your personal data.
   
   - **3.1** RinggitPlus collects, uses discloses, and otherwise processes your Personal Data for the following purposes:
     - responding to your queries and requests; and responding to complaints;
     - managing the infrastructure and our business operations and complying with our internal policies and procedures;
     - verifying your identity;
     - protecting and enforcing our contractual and legal rights and obligations;
     - conducting audits, reviews and analysis of our internal processes, action planning and managing commercial risks;
     - complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and/or
     - any other purpose relating to any of the above.
   
   - **3.2** In addition, RinggitPlus may collect, use, disclose and otherwise process your Personal Data for the following purposes, depending on the nature of our relationship with you:
     - if you have a subscription or membership account with RinggitPlus;
     - to optimize and customize your user experience with our website and chatbot;
     - to process your application for online subscription services;
     - to maintain your account with us;
     - to verify and process your personal details and payments in relation to provision of online subscription service to you;
     - to provide you with the services which you have signed up for;
     - to provide you the products which you have paid for;
     - to keep you posted on RinggitPlus’s latest services or product announcements and upcoming events.
• resolving complaints and handling requests and enquiries;
• conducting market research for statistical, profiling and statistical analysis for the improvement of services provided to you;
• to send important notices, emails, letters or short messaging service (SMS), like communications about purchases and changes to RinggitPlus’ terms, conditions, and policies.
• to share your Personal Data with third party providers for the purposes of (but not limited to) fulfillment of customer orders, processing and delivery of financial products to you.
• for any of the purposes relating to the above.

You hereby agree and understand that collection and processing of your Personal Data by RinggitPlus is not limited to facilitating the purchase of a single financial product. The purpose of such collection and retention and otherwise processing of Personal Data is towards RinggitPlus’ partnering/ assisting you in your financial journey. In order to assist you with other financial products in the future, we will retain your data even after the completion of the transaction. By filling in your Personal Data on our website, you expressly consent for the retention of the same. If you do not wish to have your Personal Data on our website, you may opt out by contacting our Privacy Officer indicated at the end of this Policy and Notice.

4. Impact Resulting from Failure to Supply Data
The failure to supply Personal Data may affect our ability to deliver optimised user experience service to our registered users. In addition, failure to provide certain essential Personal Data may result in us being unable to provide you with the services and/or products that you have opted for.

5. Disclosure of Personal Data
Personal Data provided to us will generally be kept confidential but you hereby consent and authorize us to provide or disclose your Personal Data to the following categories of parties:

A: any person or authority to whom we are compelled or required to do so under law, court order or in response to a competent or government agency;

B: any relevant financial institutions or banks that provide financial related products or services that are referred to them by us or that are featured on our website;

C: our business partners and online affiliates that provide the services that you have opted for or related services or products in connection with our website including, but not limited to market research firms, third party marketing entities, entities engaged in the financial related services, telecommunications, technology and car industry;

D: members of our Group companies and their affiliates;

E: government agencies and industry regulators;

F: our auditors, consultants, accountants, lawyers or other financial or professional advisers; and;

G: such subcontractors or third party service or product providers as we may determine to be necessary or appropriate.

6. Protection of Personal Data
RinggitPlus takes the necessary precautions, both administrative and technical to safeguard your Personal Data against loss, theft, misuse and unauthorized access, disclosure, usage, alteration or destruction.

RinggitPlus ensures that all information collected will be safely and securely stored. We use 128-bit SSL (Secure Sockets Layer) encryption technology when processing your financial details.

7. Retention of Personal Data and Access
RinggitPlus shall endeavour to make it easy for you to keep your Personal Data accurate, complete and up to date. We will retain your Personal Data for the period necessary to fulfill the many different purposes outlined in this Privacy Policy and Notice unless a longer retention period is permitted or required by law. You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging into RinggitPlus’ website at https://ringgitplus.com. For other personal information, we make good faith efforts to provide you with access so you can request that we correct the data if it is inaccurate or delete the data if RinggitPlus is not required to retain it by law or for legitimate business purposes. We may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction, or deletion requests can be made through RinggitPlus’ website at https://ringgitplus.com

8. Collection of Computer Data not necessarily Personal Data
When you visit RinggitPlus, our servers will automatically record information that your browser sends whenever you visit a website. This information may include:

Your device’s IP address; Browser type; Cookies; GTM Event Tag; Webpage you were visiting before you came to our website; The pages within RinggitPlus that you visit; The time spent on those pages, products and information searched for on our site, access times and dates, and other statistics.

This information is collected for analysis and evaluation in order to help us improve our website and products we provide. Said information may be used in association with any other Personal Data.
9. **Cookies**

   In order for RinggitPlus to improve on the quality of its services and products as well as to customise user experience, we may track user behaviour on its websites by using “Cookies”. A cookie is a small text file that is stored on your computer that provide us with information about your online use of our website to help us customise your user experience and make our website more user friendly.

   Website visitors who have yet to register as our user or have yet to log in as a user will be tracked anonymously. The data collected from such tracking will be generic and aggregated in nature and no individual data will be collected therefrom. In respect of registered users, RinggitPlus will use cookies to gather data on our user's preferences provided that such cookies are secure in nature and based on HTTP only.

   If you have set your web browser to warn you before accepting cookies, you should receive a notice message with each cookie. You may decline the use of cookies by opting to turn them off in your web browser but please note that in doing so, this may affect our ability to render the best user experience on our website.

10. **Data Transfer & Sharing**

    Where we consider it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Data to another member of our Group companies or third party service or product providers within or outside the country in which we are established, under conditions of confidentiality and similar levels of security safeguards.

11. **Your Rights of Access and Correction; and Rights of Withdrawal of Consent**

    You have the right to request access to and correction of data about you held by us and in this respect, you may:

    A: check whether we hold or use your Personal Data and request access to such data;

    B: request that we correct any of your Personal Data that is inaccurate, incomplete or out-of-date;

    C: request that your Personal Data is retained by us only as long as necessary for the fulfilment of the purposes for which it was collected;

    D: request that we specify or explain our policies and procedures in relation to data and types of Personal Data handled by us; and;

    E: communicate to us your objection to the use of your Personal Data for marketing purposes whereupon we will not use your Personal Data for these purposes. Your non-consent may curtail our ability to perform some or all of the Purposes for which we have first collected your Personal Data; and;

    F: withdraw, in full or in part, your consent given previously, in each case subject to any applicable legal restrictions, contractual conditions and a reasonable time period.

12. **Visiting Our Website from Outside Malaysia**

    This Privacy Policy and Notice is intended to cover collection of information on Website from residents of Malaysia. If you are visiting Website from outside Malaysia, please be aware that your information may be transferred to, stored and processed where our servers are located. The data protection and other laws of Malaysia might not be as comprehensive as those in your country. Please be assured that we take reasonable measures to ensure that your privacy is protected.

13. **Use of WhatsApp Channel**

    RinggitPlus also uses WhatsApp as a channel for providing its financial services to the customer, which has end-to-end encryption between RinggitPlus and the customer.

    Your use of WhatsApp as a channel to communicate with RinggitPlus is done at your own discretion and risk. We thus assume no responsibility for any errors or omissions in WhatsApp including but not limited to any issue arising from WhatsApp's end-to-end encryption system. Further, RinggitPlus shall be in no event be liable to you or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, lost data or profits, or any liability, arising out of or in connection with your use of WhatsApp.

14. **Other Matters**

    If you have any questions regarding this policy, please contact the following:

    **Privacy Officer**
    Address:
    Level 25, Vertical Corporate Tower B
    Avenue 10, Bangsar South, No. 8 Jalan Kerinchi
    59200 Kuala Lumpur, Malaysia.

    Email: dataprivacy@ringgitplus.com
    Telephone: +60-3-7890 0808

    RinggitPlus reserves the right to update and amend this Policy and Notice from time to time. Any material changes will be posted on our website with the updated Privacy Policy and Notice.
Credit Reporting Agency Terms and Conditions

Pursuant to the Credit Reporting Agencies (CRA) Act and Central Bank of Malaysia Act, I, the undersigned do hereby give my consent to Jimexu Sdn Bhd ("RinggitPlus"), CTOS Data Systems Sdn Bhd ("CTOS"), and RAM Credit Information Sdn Bhd ("RAMCI") to process my personal data for the purpose of generating a credit report. CTOS and RAMCI are registered credit reporting agencies under the CRA Act and will be referred to as "Credit Reporting Agency".

By this consent, I understand and agree that:

1. RinggitPlus and the Credit Reporting Agency may conduct credit, CCRIS and DCHEQS checks from Bank Negara on me.
2. I recognise that I have the option to unsubscribe from RinggitPlus’ services, after which they will not be allowed to retain my personal data obtained from my personal credit report.

Furthermore, by submitting my personal information to RinggitPlus, I have read and hereby agree to the terms and conditions and further consent for RinggitPlus to retain and use my personal information:

1. To disclose my personal information to the Credit Reporting Agency to process, verify and obtain my credit information (including CCRIS and DCHEQS from Bank Negara Malaysia) to facilitate my credit score;
2. To create an ID user account with the Credit Reporting Agency to allow me to ensure the accuracy and recency of my credit report as per legislated under the Credit Reporting Agencies (CRA) Act 2010;
3. To obtain my other personal information found on the database of the Credit Reporting Agency for the purposes of preparing my credit score report and to process and make recommendations to improve my credit health.