

## PAWNBROKERS' TERMS AND CONDITIONS

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### 1. Introduction

These are the terms and conditions of the Pawnbroker ("**Pawnbrokers' Terms and Conditions**").

By accessing and using the Services to make payment to the Pawnbroker, you agree to comply with and be bound by these Pawnbrokers' Terms and Conditions.

You are advised to read these Pawnbrokers' Terms and Conditions carefully as these affect your rights and liabilities under applicable laws and regulations in Malaysia. If you do not agree to these Pawnbrokers' Terms and Conditions, you should not use the Services.

### 2. Definition

2.1 "Pawnbroking Contract" means the contract formed when the Pawnbroker accepted an article for pawn deposited or delivered by you pursuant to which a loan will be provided to you, in accordance with the requirements in the Pawnbrokers Act 1972.

2.2 "Services" means the online payment transaction services and/or functions that are made available on this website by the Platform Operator, to persons who have entered into a Pawnbroking Contract with the Pawnbroker.

2.3 "Pawnbroker" means any of the licensed pawnbrokers listed in Annexure, whom you have entered into a Pawnbroking Contract with; and

2.4 "Platform Operator" refers to ALPHACLOUD SDN. BHD., the operator of this website and provider of the Services, with a registered office at Room 603, 6th Flr, Bangunan Toong Hsing Loong 26 Jalan Petaling, 50000 Kuala Lumpur.

### 3. Effect

3.1 These Pawnbrokers' Terms and Conditions govern the access to and use of the Services to make payment to the Pawnbroker, and are not intended to affect, modify or diminish any of the terms and conditions under the Pawnbroking Contract. In the event of inconsistency between the Pawnbroking Contract and these Pawnbrokers' Terms and Conditions, the Pawnbroking Contract shall prevail.

- 3.2 We reserve our right to change, modify, add or remove these Pawnbrokers' Terms and Conditions or any part thereof, at any time. Changes will be effective when posted on this website. You can determine when we last changed these Pawnbrokers' Terms and Conditions by referring to the 'Last Updated' statement above. We shall not be responsible for any damage suffered or sustained by you in connection with your failure to understand the amended Pawnbrokers' Terms and Conditions. Your continued access to and use of the Services following the posting of the amended Pawnbrokers' Terms and Conditions constitute your acceptance to abide and be bound by the amended Pawnbrokers' Terms and Conditions.
- 3.3 You shall comply with these Pawnbrokers' Terms and Conditions and shall be solely responsible for all losses and damages arising out of or in connection with your breach or failure to comply with these Pawnbrokers' Terms and Conditions.

#### 4. Terms of Payment

##### 4.1 User Account

- (a) You are required to register a user account via this website prior to using the Services, pursuant to which you may be required to provide certain information to the Platform Operator, including but not limited to your name, address, contact details, credit and debit card details and any other information as the Platform Operator deems necessary. You are responsible to update the said information from time to time to ensure its completeness and accuracy.
- (b) When you register for a user account, you will be required to create a username and password. You are solely responsible for keeping your login details secure and preventing any unauthorised person from using your account. If your account has been compromised, you must inform the Platform Operator immediately. If the Platform Operator has reason to believe that there is likely to be a breach of security or misuse of the user account, the Platform Operator may require you to change your username or password, or may suspend your user account without prior notice. We will not be liable for any misuse or unauthorised use of your user account due to your failure in keeping your login details secure and preventing unauthorised use of your user account.
- (c) Once you have created a user account, you are required to produce certain information and documents as will be requested by the Pawnbroker, in order to activate the user account. The requested information and documents shall be produced in the Pawnbroker's premise.

- (d) You recognise that any access to and/or use of your user account, and any information, data or communications referable or traceable to your username and password shall be deemed to be (i) access to and/or use of your user account by you; or (ii) information, data or communications posted, transmitted and validly issued by you. You agree to be bound by such access to and/or use of your user account and you agree that we are entitled to act upon and hold you responsible and liable for such action, as if carried out or transmitted by you. You also agree to indemnify us against any and all losses, attributable to any access to and/or use of your user account referable or traceable to your username and password.
- (e) You may be required to provide us and/or the Platform Operator with additional information or documentation from time to time for the purpose of confirming or verifying your identity, age, your debit card or credit card details or for such other purpose as we deem necessary.

#### 4.2 Payment

- (a) Pursuant to the Pawnbroking Contract, you will be charged a certain amount of interest (“**Interest**”) for the loan you obtained from the Pawnbroker, which shall be due and payable on the date stipulated in your Pawnbroking Contract.
- (b) Before you proceed to make payment on this website, you will be presented with a webpage pursuant to which you will be informed of the exact amount of Interest due and payable to us.
- (c) Thereafter, you may use the Services provided on this website for purposes of making payment to us. We only authorise this website to collect payment on our behalf in order to facilitate your payment to us.
- (d) Payment via the Services may be made using only FPX, credit card, debit card or PayPal.
- (e) Before completing a transaction, you will be presented with a confirmation screen pursuant to which you are required to verify the transaction details. It is your responsibility to confirm and verify that the details stated therein are accurate.
- (f) If your transaction is successful, you will receive the receipt of your payment via email from the Pawnbroker. You may also download the receipt under your account dashboard, on the website.
- (g) The information supplied by you in connection with your use of the Services is processed through a secure website. However, you acknowledge and agree that internet transmissions cannot be guaranteed to be entirely secure or private and any information provided by you may be able to be read and/or intercepted by a third party. We shall not be liable for any interception and/or other unauthorised access to the information supplied by you in connection with your use of the Services.

- (h) In the event you supply any information about another person, for example, the payment card details of another person, for purposes of making payment to us, you warrant and represent that:
  - (i) You have obtained that person's consent for us to process his/her information; and
  - (ii) You have provided the relevant person's with the Pawnbroker's website Personal Data Protection Notice.
  - (iii) The final payment of the Interest and/or the repayment of the loan amount shall only be made in our premise, unless otherwise specified by us.

## 5. Refund Policy

5.1 All payment made via this website is not refundable.

## 6. Miscellaneous

6.1 These Pawnbrokers' Terms and Conditions shall be governed by the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

6.2 No failure or delay by us or you in exercising any right under these Pawnbrokers' Terms and Conditions shall operate as a waiver of such right or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Pawnbrokers' Terms and Conditions.

6.3 If any clause in these Pawnbrokers' Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Pawnbrokers' Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

6.4 These Pawnbrokers' Terms and Conditions shall bind and inure to benefit of the parties and their respective permitted assigns, representatives and successors in title.

6.5 We may assign, delegate or transfer any rights or obligations under these Pawnbrokers' Terms and Conditions, in our sole discretion, to a third party. You shall not assign, delegate or transfer any rights or obligations under these Pawnbrokers' Terms and Conditions to a third party without our written approval.

- 6.6 These Pawnbrokers' Terms and Conditions contains the entire understanding between the parties to these Pawnbrokers' Terms and Conditions with respect only to the subject matter thereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.
- 6.7 The Pawnbroker's website Personal Data Protection Notice governs the use of any personal information that you provide to us via this website. A copy of our website Personal Data Protection Notice can be obtained.

## Annexure

List of Pawnbrokers:

<b>No.</b>	<b>Name</b>	<b>Address</b>	<b>Contact Number</b>
1.	Choong Teck Pawnshop Sdn. Bhd. (462118-A)	No. 6, Jalan Melati 3/19, Bandar Malawati, 45000 Kuala Selangor, Selangor.	603 3289 1466
2.	Choong Fatt Pawnshop Sdn. Bhd. (462143-X)	No. 32, Jalan Besar, 45600 Batang Berjuntai, Selangor.	603 3271 9182
3.	Choong Thye Pawnshop Sdn. Bhd. (640785-D)	No. 2, Jalan Besar, Pekan Kapar, 42200 Klang Selangor.	603 3250 0813
4.	Choong Yee Pawnshop Sdn. Bhd. (434592-D)	No. 14, Jalan Pandan 3/6A, Pandan Jaya, 55100 Kuala Lumpur.	603 9282 3813
5.	Choong Xin Pawnshop Sdn. Bhd. (639053-V)	No. 32A-1, Jalan PJU 5/8, Dataran Sunway, 47810 Kota Damansara, Selangor.	603 6141 7099
6.	Kedai Pajak Yoong Xin Sdn. Bhd. (35952-W)	No. 12A, Jalan Bendahara 1/1, Taman Bendahara, 45000 Kuala Selangor, Selangor.	603 3281 2217
7.	Pajak Gadai Yoong Tai Sdn. Bhd. (1163803-V)	No. 11A, Jalan USJ 10/1F, UEP, 47610 Subang Jaya, Selangor.	603 8081 2896
8.	Pajak Gadai Yoong Yee Sdn. Bhd. (1041245-K)	No. 26 (Ground Floor), Jalan 14/14 Section 14 (Jalan Semangat), 46100 Petaling Jaya, Selangor.	603 7931 9656
9.	Pajak Gadai Yoong Her Sdn. Bhd. (1040608-T)	No. 21, Jalan Sungai Kapar Indah 3K, Sungai Kapar Indah, 42200 Klang, Selangor.	603 3292 8892

10.	Pajak Gadai Spektrum (Gombak) Sdn. Bhd. (914660-W)	No. 62, Ground Floor, Jalan Jernai 2, Medan Idaman Business Centre, Batu 5 ¼, OFF Jalan Gombak, 53100 Kuala Lumpur.	603 4032 1172
11.	Pajak Gadai Yoong Hua Sdn. Bhd. (1287288-W)	No. 14-1 (Ground Floor), Jalan Radin Anum 1, Bandar Baru Seri Petaling, 57000 Kuala Lumpur.	603 9054 5511
12.	Pajak Gadai Kemuning Sdn. Bhd. (486421-A)	No. 23 Suite 23.01, Jalan Anggerik Vanilla N31/N, Kota Kemuning, 40460 Shah Alam, Selangor.	603 5131 3290