

# PLATFORM OPERATOR'S TERMS AND CONDITIONS

*Last Updated:*

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## 1. Introduction

These are the terms and conditions (“**Terms and Conditions**”) of the Platform Operator. The access to and use of this website and/or the Services on this website are subject to these Terms and Conditions.

By accessing and using this website and/or the Services, you agree to comply with and be bound by these Terms and Conditions.

Where you access and use the Services, you will additionally be governed by the Pawnbroker’s terms and conditions (“**Pawnbrokers’ Terms and Conditions**”). You may view the Pawnbrokers’ Terms and Conditions once you log in to your user account.

You are advised to read these Terms and Conditions and/or the 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 Terms and Conditions and/or the Pawnbrokers’ Terms and Conditions, you should not use this website and/or the Services.

## 2. Definitions

The following terms shall have the following respective meanings:

- 2.1 “Intellectual Property Rights” include any patent, copyright, registered design, trade mark, right in design, service mark, right under licence or other industrial or intellectual property right, whether or not any of them are registered and including applications for registration of any of the foregoing and all forms of protection of a similar nature or having similar effect which may subsist in Malaysia and/or anywhere in the world.
- 2.2 “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.
- 2.3 “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.
- 2.4 “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; and
- 2.5 “Pawnbroker” means any of the licensed pawnbrokers listed in the Annexure, whom you have entered into a Pawnbroking Contract with.

### 3. Effect

- 3.1 These 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 Terms and Conditions, the Pawnbroking Contract shall prevail.
- 3.2 We reserve our right to change, modify, add or remove these 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 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 Terms and Conditions. Your continued access to and use of the website and/or the Services following the posting of the amended Terms and Conditions constitute your acceptance to abide and be bound by the amended Terms and Conditions.
- 3.3 You shall comply with these 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 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 us, including but not limited to your name, address, contact details, credit and debit card details and any other information as we deem 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 us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the user account, we may require you to change your username or password, or we may suspend your user account without prior notice. We will not be liable for any misuse or unauthorised use of your account due to your failure in keeping your login details secure and preventing unauthorised use of your account.

- (c) 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.
- (d) You may be required to provide us 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 between you and the Pawnbroker, 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 the Pawnbroker.
- (c) Thereafter, you may use the Services provided on this website for purposes of making payment to the Pawnbroker. This website is the only website that collects payment on behalf of the Pawnbroker to facilitate your payment to the Pawnbroker. Further, we also do not authorise any other person to collect payment on our behalf.
- (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.

## 5. Refund Policy

- 5.1 Terms and conditions on refund of payment made on this website shall be determined by the Pawnbroker. In this regard, please refer to the relevant Pawnbrokers' Terms and Conditions for their refund policy.

## 6. Right to Use and Restrictions

- 6.1 You are responsible for access to and use of the website and/or the Services, including obtaining the necessary data network access.
- 6.2 You are accessing and using the website and/or the Services at your own risk. We shall not be liable for any damage to, or viruses or other codes that may affect any hardware or device, software, data or other property as a result of your access to and use of the website and/or the Services.
- 6.3 You may only access the Services using authorised means. It is your responsibility to check and ensure that you have downloaded and/or updated the correct software for the hardware and device for your access to and use of the website and/or the Services. We do not guarantee that the Services will function on any particular hardware or device. We are not liable if you do not have a compatible hardware or device or if you have downloaded the wrong version of the software on your hardware or device.
- 6.4 You shall access and use the website and/or the Services in accordance with any instructions for access to and use of the website and/or the Services which we may make from time to time, these Terms and Conditions, the Pawnbrokers' Terms and Conditions and any laws and regulations at the time being in force in Malaysia.
- 6.5 You shall not:
  - (a) impersonate any person or party or falsely declare, distort or misrepresent your affiliation with any person or party;
  - (b) in any way damage or disrupt the Services and/or the operation of the Services;
  - (c) use the website and/or the Services for any fraudulent, unauthorised or unlawful purpose;

- (d) provide information or content that is false, misleading, inaccurate, illegal, threatening, obscene, hateful, libellous or defamatory;
- (e) use the website and/or the Services in a manner that may be contrary to our interests;
- (f) introduces computer viruses and/or other computer programming routines such as any viruses, malware, unsolicited e-mails, Trojan horses, trap doors, back doors, worms, time bombs or cancelbots that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, relating to or in connection with the website and/or the Services;
- (g) infringe upon any other person's proprietary rights; and/or
- (h) use the website and/or the Services in a manner that is in breach of any laws and regulations in Malaysia.

6.6 We reserve the right to:

- (a) check, vet and/or control any activity, content or information occurring on or through the website and/or the Services;
- (b) investigate any infringement of these Terms and Conditions and take any appropriate action thereafter;
- (c) restrict your access to and use of the website and/or the Services if you violate any of the items stated in Clause 6.5 above; and/or
- (d) report any suspicious activity concerning the possible transgression of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities.

## 7. Availability

7.1 We endeavour to make the website and/or the Services available twenty-four (24) hours a day, however we cannot be liable if for any reason the website and/or services is unavailable for any time or for any period. We make no warranty or guarantee that your access to and use of the website and/or the Services will be uninterrupted or error-free.

7.2 Access to and use of the website and/or the Services may be suspended or withdrawn temporarily or permanently at any time and without notice if such action is deemed necessary by us. We may temporarily suspend the provision of the website and/or the Services due to repair, maintenance, checking, replacement, breakdown of communication facilities or introduction of new facilities and functions. We shall not be liable for any damages or losses that you may suffer or sustain as a result of temporary or permanent suspension of the website and/or the Services.

7.3 If the website and/or the Services is unavailable, suspended or withdrawn, you remain responsible to make timely payment to the Pawnbroker before the scheduled due date (if applicable).

## 8. Intellectual Property Rights

8.1 The website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, and may in future include video, graphics, music and sound, which may be protected by Intellectual Property Rights.

8.2 Except as expressly provided in these Terms and Conditions, nothing contained herein shall be construed as conferring you or any third party any license or right, by implication, estoppel or otherwise, under any law, rule or regulation, including Intellectual Property Rights. You agree that all intellectual property appearing on the website are the property of their respective owners. You shall not use, copy, transmit, publish, distribute or broadcast any works including but not limited to text, pictures, video and other content found on the website without prior permission of the respective owners.

## 9. Links

The website may contain links to third party websites that are not published or controlled by us. Such links are provided as a convenience only and cannot, and may not be interpreted as, an express or implied endorsement of such websites, their content or any products or services offered thereon.

## 10. Disclaimer

We shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, arising out of or related to the use, inability to use or failures of the website and/or the Services. We expressly disclaim any express and implied warranties, including, without limitation, completeness or accuracy of any information provided or made available to you. We do not warrant that the Services and any and all of its related facilities or capabilities will be free of interruption or error, that defects will be corrected, or that the equipment and software that makes the Services available is free of viruses or other harmful components.

## 11. Indemnity

You agree to indemnify, defend and hold harmless the Pawnbroker, us, our employees, directors, agents and/or vendors harmless against all claims, damages, costs and expenses of whatever nature (including costs on all indemnity basis) which we may incur or which may be awarded against us and which arise out of (a) the access to or use of the website and/or Services by you or any persons authorised by you; (b) any breach of the undertakings, warranties or representations provided by you in these Terms and Conditions; and (c) your infringement of any third party right (including any intellectual property, property or privacy right). This indemnity shall not be subject to any limitation of liability and includes without limitation costs and expenses including professional fees incurred in responding to the dealing with claims made irrespective of whether proceedings have been commenced.

## 12. Miscellaneous

12.1 These 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.

12.2 No failure or delay by us or you in exercising any right under these 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 Terms and Conditions.

12.3 If any clause in these 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 Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

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

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

12.6 These Terms and Conditions contains the entire understanding between the parties to these 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.

12.7 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 the Pawnbroker's website Personal Data Protection Notice can be obtained once you have log in to your user account.

12.8 For any questions with regard to these Terms and Conditions, please contact the Platform Operator at:

Name: PAWNZON Customer Service

Email: [pawnzon.my@gmail.com](mailto:pawnzon.my@gmail.com)



## Annexure

### List of Pawnbrokers

| No. | Name   | Address   | Contact Number |
|-----|--|---|----------------|
| 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  |