

## **TERMS & CONDITIONS**

Online Payment Terms and Conditions herein apply to the use of GDEX Online e-payment transaction services for the payment of certain types of transactions as made available by GD Express Sdn Bhd (hereinafter is referred to as “GDEX”) from time to time via <https://epay.gdexpress.com> hereinafter is referred to as “the Services”).

These Online Payment Terms and Conditions constitute a legally binding contract between you and GDEX for the use of the Services. You may either “**Agree & Continue**” or “**Decline**” the Terms and Conditions as indicated at the bottom of this web page. Please note however that to make payment for the use of the Services you must read, agree and accept all the Terms and Conditions contained herein by clicking “**Agree & Continue**”. If you do not agree to be bound by the Terms and Conditions contained herein by clicking “**Back**” you will not be able to make payment for the use of Services and your transaction will be cancelled.

Please note that GDEX reserves the right to update, modify and/or amend any part or all of the Terms and Conditions from time to time at its sole discretion. All updates, modifications and/or amendments will be posted on this website and your continued use of this website and/or the Services made available herein after such updates, modifications and/or amendments have been posted will constitute your adherence, acknowledgement and acceptance of the updated, modified and/or amended Terms and Conditions.

### **Online Payment Terms**

#### **Purpose**

1. You may use the Services for the purpose of making payments electronically to GDEX via this Online e-payment gateway, provided that you do not in any way damage or disrupt the Services or operation of the Services and/or use the Services for any unauthorized and/or unlawful purpose.
2. Payment(s) effected by you are directly debited from your current or savings account provided by the bank of whom you maintain a current or savings account with (hereinafter is referred to as “your issuing Bank”) subject to availability of funds in your said account for the credit of GDEX. The payment will be updated in your account with us and reflected in the transaction history webpage within 4 working days from the date of transaction.

### **Your Representations & Warranties**

3. You represent and warrant that:
  - (a) You are aged 18 years or above;
  - (b) You are solely responsible for your personal information provided herein and you acknowledge that no data transmission over the internet can be completely secure, and GDEX cannot give an absolute assurance that your personal information that you had provided herein will be secure at all times. And you fully agree and

consent to the use, storage and emission of your personal information provided herein by GDEX for the purposes of use of the Services contained herein and/or in accordance with the applicable law.

- (c) You have the appropriate authority to validly accept the Online Payment Terms and Conditions and are able to and will meet your obligations in relation to these Terms and Conditions;
- (d) Your internet banking maintained with your issuing Bank used in connection with the Services is issued in your name or in the name of the Corporation/Company in which you are authorized to perform the banking transactions;
- (e) You will pay your issuing Bank all charges incurred for or in respect of the use of the Services, if any;
- (f) All information, details and particulars, personal or otherwise and/or the information, details and particulars of your issuing Bank and/or your account are true, correct and complete;
- (g) You acknowledge and agree that except where required by law, the Services contained herein are provided "as is" without warranties of any kind, express or implied including but not limited to warranties of merchantability, fitness for a purpose and non-infringement. GDEX, its subsidiaries, affiliates, officers, directors, employees and agents specifically disclaim any or all implied warranties.

## **Payment**

- 4.
  - (a) Payment can only be made via Internet Banking provided by your issuing Bank as you will be required to access your Internet Banking to authorize the payment.
  - (b) Payment via Credit or Debit Card is not allowed at this point of time.
- 5. Charges imposed by FPX – Financial Process Exchange (under My Clear Sdn Bhd) for transactions performed herein by you for the purpose of payment to GDEX in respect of outstanding amount as reflected in the invoices will be absorbed by GDEX. However, any bank charges levied by your issuing Bank in respect of the transactions performed via this Online e-payment services are to be borne by you.
- 6. Upon completing a transaction using the Services, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all information, details and particulars of the transaction that you wish to process are correct. GDEX shall bear no responsibility and/or have no liability to you in contract, tort or otherwise, in respect of any loss or damage (including consequential loss or damage, loss of profits, economic loss or loss of information) which may be suffered or incurred or which may arise directly or indirectly in respect of:-
  - (a) transactions which are incorrect and/or incomplete resulting from inaccurate data entry by you in the course of the use of the Services;
  - (b) loss of data or information caused by factors beyond GDEX's control.

7. Transaction limit for each transaction performed and transaction limit per day is based on the maximum limit set by you with your issuing Bank in respect of your online banking facilities granted to you.
8. Once a payment has been made it cannot be cancelled.
9. GDEX accepts no responsibility for refusal or reversal of payments, which shall be a matter between you and your issuing Bank.

### **Provision/Collection/Storage of information**

10. Subject to Clause 3(b) above, you acknowledge that the information, details and particulars supplied by you in relation to the use of the Services herein are processed through a secure third party website. The only information supplied by GDEX via the third party website is:
  - (a) The name of the payer.
  - (b) The invoice/document number.
  - (c) Payer's account number maintained by GDEX
  - (d) The payment amount.
11. By using the Services you agree:
  - (a) To provide information through electronic means, i.e. you agree to provide any relevant information, in the format and to the standards described for each transaction.
  - (b) That the information supplied by you will be retained in electronic form.
  - (c) To receive information or confirmation through electronic means.

### **Disputed amounts**

12. If you dispute the outstanding amount on your account please contact our GDEX customer Helpdesk at 03-7787 6677 during office hours, from Monday to Friday, between 8.30am to 5.30pm.

### **Security**

13. Payments using the Services are made through a secure third party 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. GDEX shall have no liability for the interception and/or 'hacking' of any data or other unauthorised access to information provided by you for the purposes of the Services. GDEX makes no representations or warranties that the access to this website will be uninterrupted or error free or that this website or the server which stores and transmits the website content to you are free from viruses.

## **Exclusion/Limitation of GDEX's Liability**

14. To the extent permitted by law, GDEX shall not be liable for any damage, loss, costs (including legal costs), expenses, direct or indirect losses, economic or otherwise or consequential damages of any kind which may be suffered or incurred by you from the use of the Services. GDEX also shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including but not limited to data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of this website and/or its contents.

## **Links**

15. Links from or to any websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of GDEX. GDEX shall not be responsible and makes no warranties in respect of the content of those websites, the third parties named therein or their products and services. The links provided in this Website shall not be considered an endorsement or verification or approval of such linked websites or the content therein by GDEX. Linking to any other site is at your sole risk and GDEX will not be responsible or liable for any damages resulted in connection with such linking.

## **Copyright, Trade Mark and Other Intellectual Property Rights**

16. You acknowledge that all original content on this site such as text, graphics, logos, images, audio and video clips and software is protected by copyright, trade mark or other intellectual property rights which is owned by GDEX or its affiliates. In addition, the compilation (meaning the collection, selection, co-ordination and arrangement) and the enhancement or any content on GDEX sites and services is also protected by copyright or other intellectual property rights owned by GDEX or its content suppliers.

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## **Use/Availability of Services**

17. GDEX does not warrant or guarantee that the Services and/or your use of the Services will be error-free, immediate, virus free and/or continuously available or that the information provided through the Services will be complete, accurate and/or up-to-date.

18. GDEX reserves the right to suspend, amend or cancel the Services at any time either temporarily or permanently.

### **Indemnity**

19. You agree to indemnify and hold GDEX and (as applicable) its subsidiaries, affiliates, officers, directors, employees and agents harmless from any claim or demand (including solicitors' fees) made by third party due to or arising out of, or any loss, costs and/or expenses suffered or incurred by GDEX as result of:
- (a) Your breach of any of the Terms and Conditions provided herein;
  - (b) Your breach of your obligations under the Online Payment Terms;
  - (c) Intentional misuse of the Services;
  - (d) Your negligent acts or omissions;
  - (e) Any claim/legal suit brought against GDEX in relation to your use of the Services;
  - (f) Your violation of any law or the rights of the third party or the use of this website or its contents.

### **Governing Law**

20. The Online Payment Terms are governed by and shall be construed in accordance with the laws in force in Malaysia. The Malaysia Courts have exclusive jurisdiction over any matters in connection with the Services and these Online Payment Terms and Conditions.

**"Agree & Continue"** I have read and understood the Online Payment Terms and agree to accept and abide by them

**or**

**" Decline"**by clicking **"Back"** button to return to previous page