

EVOLET APP

Terms and Conditions

By accessing this website or app we assume you accept these terms and conditions. Do not continue to use EVOLET if you do not agree to take all of the terms and conditions stated on this page.

Cookies

We employ the use of cookies. By accessing EVOLET, you agreed to use cookies in agreement with the Matrix Ideal Sdn Bhd (1227428-X) (*formerly known as Matrix Prosperity Sdn Bhd*)'s Privacy Policy. Most interactive websites or app use cookies to let us retrieve the user's details for each visit. Cookies are used by our website or app to enable the functionality of certain areas to make it easier for people visiting our website or app. Some of our affiliate/advertising partners may also use cookies.

License

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Content Liability

With respect to Matrix Ideal Sdn Bhd (1227428-X)'s responsibility for your use of the app, when you're using the website or app, it's important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. Matrix Ideal Sdn Bhd (1227428-X) accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the website or app.

Your Privacy

Please read Privacy Policy

Refund or Adjustment Due to Error

If you discover any error or discrepancy in your Account, you must contact our support team within thirty (30) days from the date of the disputed transaction, failing which, you shall be deemed to have accepted the accuracy of your transaction. If it is revealed in the course of EVOLET's investigation that the disputed Transaction was indeed made in error, EVOLET will refund the disputed sum directly to your Account upon completion of the investigation which will not exceed thirty (30) days from your complaint. EVOLET reserves its right not to refund any disputed amount to you if EVOLET believe you acted contrary to these Term and Conditions.

Notwithstanding the above, any refund by EVOLET shall not, in and of itself, amount to completion of the investigation. EVOLET may refund such sums to your Account based on preliminary investigation results. Upon the completion of the full investigation, if it is

discovered that you are not entitled to the refund, EVOLET may, in their sole discretion, either adjust your account and deduct the refunded sums from your Account or claim such sums from you.

In the event any incorrect sum was deducted from your Account, EVOLET shall have the right(s) to make the necessary adjustment or deduction from your Account as required.

Termination

In the event you terminate the Service and you are entitled to a refund, the sum shall be credited to a different Account nominated by you less the bank charges applicable. You shall provide to EVOLET all necessary information and documents for the purpose of refund upon request.

EVOLET reserves its right not to refund any disputed amount to you if EVOLET believe you acted in contrary to these Term and Conditions.

In the event the Service or your Account is ceased, terminated or suspended by EVOLET due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLATFA) or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the Available Balance whatsoever and it shall be lawful for EVOLET to retain for an indefinite period or release to the relevant authorities the Available Balance in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

Reservation of Rights

We reserve the right to terminate use of it at any time without giving notice of termination to you.

Unless we tell you otherwise, upon any termination,

- (a) the rights and licenses granted to you in these terms will end;
- (b) you must stop using the website or app, and (if needed) delete it from your device.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website or app and the use of this website or app. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

Changes to This Terms and Conditions

Version 3.0: 21th July 2021

We may update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page. These changes are effective immediately after they are posted on this page.

English Version

This Terms and conditions are translated into a language other than English, it is done solely for convenience purpose, with only the English version of this Terms and conditions being valid and binding.

QQ PAY Sdn Bhd (Licence number 766276-M)

Term and Conditions link: <https://qqpay.com.my/>

TERM AND CONDITIONS

1. The sender must submit a valid document (i.e. passport, identity card, work permit, etc).
2. The sender will be liable to the relevant authorities for any funds deposited into QQPAY's Bank accounts by him or other 3rd parties with or without his knowledge.
3. The sender must disclose the source of funds to remit and it is advised that this terms and conditions is also read in conjunction to QQPAY's Money Laundering statement.
4. The funds remitted will be strictly paid to the specified beneficiary as per the instruction of the sender.
5. The sender is responsible for all online information provided via the EVOLET APP.
6. The sender must provide true accurate and precise information as requested for the remittance to take place and all information kept is strictly private & confidential. It is advised that this terms and conditions is also read in conjunction to QQPAY's Privacy Statement.
7. The sender must provide approval via the EVOLET APP which acts as the remittance application form.
8. Upon completion of the remittance transaction the sender must inform the beneficiary about the RIN (Remittance Identification Number) provided to him/her.
9. The beneficiary is required to provide the RIN (Remittance Identification Number and valid Identification document to collect the funds in the respective source country.
10. The beneficiary will receive the net remittance amount (without any back-end charges) other than local tax if any.
11. The transaction daily remittance limit for the migrant worker is RM3,000, expatriate and professional category is RM30,000 and the corporate and business SME sector is RM200,000.
12. All transfers will be subjected to local rules and regulation.
13. QQPAY shall not have any liability to a customer or beneficiary for any late or non-delivery to a beneficiary due to errors or delays occurring in the wire electronic transmissions, equipment failure, strikes that are beyond the control of QQPAY or its remittance pay out partners or any incorrect or unclear information given by the customer, on-availability of the beneficiary or any other event beyond the control of QQPAY.
14. QQPAY shall have no liability to a customer or beneficiary except due to wilful misconduct or gross negligence and this liability shall not exceed the remitted amount including service charge and in no circumstances shall be liable for any incidental indirect or consequential losses arising.
15. Applicable exchange rate is updated in the EVOLET app on the same day of remittance request during normal business hours.
16. Fund will be available for collection no later than 48 hours from the date the transaction has been affected by the sender.

17. In the event of any disputes, QCPay Dispute Resolution mechanism will be relied to resolve the dispute. Please refer to EVOLET Privacy Policy for further guidance.