

Terms and Conditions

About Marhaen.my

Marhaen.my is an initiative created by private owned corporation, Lexapay Sdn Bhd (hereinafter referred to as “Service Provider”) to assist, facilitate and accommodate fundraisers, campaign organisers and/or organisations and private persons (hereinafter collectively referred to as “Organisers”) by providing a website platform to ease Contributors and/or funders (hereinafter collectively referred to as “Contributors”) to contribute to a cause, campaigns and/or crowdfunding campaigns (collectively referred to as “Donation Campaigns”) through advertising the same and providing seamless online payment transactions (hereinafter referred to as “Services”). The Service Provider is a third party service provider which ONLY assists Organisers to advertise and/or collect funds (hereinafter referred to as “funds”) and in no way involved in any solicitation for donations.

General Terms

Privacy Policy and Confidential Information

1. Personal data of individuals related to the Organisers (contact persons, etc.) will be processed by the Service Provider as data user for but not limited to the following purposes of;
 - a. providing the services and fulfil the obligations under the agreement;
 - b. making customer analyses and business follow-up;
 - c. for making business and methods development as well as carrying out risk assessment and management;
 - d. for marketing purposes (subject to applicable law) of companies in the group the Service Provider is a part of towards the Organisers;
 - e. in relation to recordings of calls as set out in the terms and conditions of this Agreement and for the purposes set out therein; and
 - f. to check the Organisers’s credit rating in accordance with the terms and conditions of this Agreement.;
2. The personal data include details of contact persons processed for the purposes of onboarding, support, etc. The Organisers accept an obligation to inform its employees and other representatives about the disclosure of personal data to the Service Provider as part of the Agreement for the above purposes.
3. Personal data of individuals who are the Organisers’s clients will be processed by the Service

Provider as data processor on behalf of the Organisers. The personal data include transaction data, including card and other payment data.

4. The Service Provider will directly inquire into data (but not limited to) such as;
 - a. **Registration information:**
 - i. contact and login details, the Organiser's zip code, the Organiser's country and any information the Organiser choose to provide the Service Provider;
 - ii. If the Organiser is an Organisation and you establish an account under such entity the Service Provider will collect the name, tax ID, physical address, email address, birthday and phone number of the person who establishes the Organisation (hereinafter referred to as "Representative") and claims their contacts and any other information that is provided to the Service Provider by; and
 - iii. We also may collect, if the Representative chooses to provide it, the Representative sex, or any photos uploaded to the Site. the Organiser can edit your information by logging into the Organiser's account and making changes at any time.
 - b. **Creation of a crowdfunding:**
 - i. information you choose to provide us in relation to your campaign.

(For example, you can provide a campaign title, choose a campaign category, upload images and describe your campaign goal(s)).

Variation to Terms

1. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision.
2. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service

Disclaimer

1. The Service Provider offers to help Campaign Organizers raise money. The Service Provider merely provides the technology to allow fundraisers to connect with Contributors. The existence of the Services is not a solicitation of donations by the Service Provider and Service Provider does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization.
2. By using the Services, Contributor understands and agrees that the Service Provider shall not be responsible for the use of your donations or the amount of funds raised for the Donation Campaigns.

Fees

1. Any campaigns initiated through Marhaen.my platform will not be subjected to an upfront fee or any subscription fees thus far.
2. In order to provide service to our users, a fixed handling fee of RM 2.50 or 5% of total transaction, whichever is higher will be charged per transaction.
3. Organisers, volunteers or any persons can opt for publication services by Marhaen.my by including a sum of RM 200 in the crowdfunding amount.
4. Publication done by Marhaen.my will include, campaign poster design, copyrighting and ensures social media presence.
5. Where publication services are not subscribed, organisers or volunteers can still use the Marhaen.my platform nonetheless.