

Terms of use

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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 donors and/or funders (hereinafter collectively referred to as "Donors") 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.

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i. General Terms

1. Interpretation.

“The Service Provider” - means Lexapay Sdn Bhd (201901002664) which acts as a service provider in pursuant to Clause 6 and a collection agent for any donation that is contributed through the payment gateway platform provided by the same;

“The Organiser” - means campaign organisers or fundraisers which includes non-persons who subscribes to the service provided by the Service Provider;

“Appropriate Authority” - means the federal government of Malaysia, any state government, or local government, any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or the relevant authority in a foreign country, if applicable;

“Credit Rating” - means information about your creditworthiness credit standing, credit history or credit capacity;

“Credit Reporting Agency” - means person or persons who carry on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010;

“Charges and/or Fees” - means collectively any or all charges including but not limited to deposit, registration fees, onboarding fee, maintenance fee, our charges, charges payable to third party payment provider, and/or any other payment payable by you to us as specified in your charges schedule;

“Personal Data” - means any information in respect of commercial transactions, which -

- a. is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose;
- b. is recorded with the intention that it should wholly or partly be processed by means of such equipment; or
- c. is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system;

all that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010;

“Data Subject” - means an individual who is the subject of the personal data;

“Data User” - means a person who either alone or jointly or in common with other persons processes any personal data or has control over or authorizes the processing of any personal data, but does not include a data processor

“Deposit” - means a sum which you may be required to pay by way of a deposit and as security for the due observance and performance of the provisions of the terms and conditions, as may be specified in the Registration Form.

“FPX” - means alternative payment channel for Organisers provided by Third Party Payment Provider, to make payment at e-market places such as websites and online stores as well as for corporations to collect bulk payment from all the Organisers.

“Lexapay Website” - means the website owned and/or managed by the Service Provider (as amended from time to time) currently accessible at www.lexapay.my, excluding any external website to which the website points by way of hyperlink or otherwise;

“Lexapay Website Registration” - means onboarding of a Organiser which also sets out the services subscribed, additional information, and includes Fee Schedule, Settlement Cycle Schedule, and any other additional terms and conditions;

“Reimbursement” - means any reimbursements, refunds or reversal, whether in full or partial, to the Organiser of an earlier transaction between the Service Provider and the Organiser;

“Service Commencement Date” - means the date on which the Service Provider starts supplying that service to the Organiser and is ready and available for the Organiser’s use, regardless whether the service is in usage;

“Settlement” - means payment or transferring of funds by the Service Provider to the Organiser Bank Account.

“Settlement Cycle Schedule” - means the schedule included in the setting out the completion of settlement on such time and frequency agreed between the parties. The settlement will be processed **twice a week**; specifically on **Tuesday and Friday**. Which means, in any situation where transactions are made on Friday, Saturday, Sunday and Monday, the Organiser shall get their money on **Tuesday**, while the transaction made on the remaining day will be settled to the Organiser’s account on **Friday**;

“Transaction” - means any transaction between you as a Organiser using the Service Provider’s service for the supply of any goods or services from us and any transaction for the refund of such purchase;

“Third Party Payment Provider” - means a financial institution or owner of the channel to which the Service Provider will route transaction data for authorisation, clearing and settlement;

“Platform” - collectively means Lexapay website, Lexapay mobile application, the Service Provider’s social media accounts, and/or any platforms (whether known now or in the future) made available by the Service Provider from time to time to provide the Organiser with services;

“Fee Schedule” - collectively means any or all charges including but not limited to deposit, registration fees, onboarding fee, maintenance fee, charges, charges payable to third party payment provider, and/or any other payment payable to the Service Provider by the Organiser as specified in the fee schedule;

“Services” - means collectively as any services provided by the Service Provider to the Organiser, IT Solutions & Digital Platform Provider including Website Service Provider, Payment Platform, Promotion and/or any other services made available by the Service Provider and subscribed by the Organiser.

“Organiser’s Bank Account” - means bank account or accounts nominated by the Organiser and approved by the Service Provider which the Service Provider may debit or credit with payments in respect of transaction and in respect of payment of charges & fees

“Crowdfunding” - means legal crowdfunding events for (but not limited to) non profitable purposes which the Organiser has fulfilled the Organiser’s obligation to be fully liable of the legality of such.

“Organisations” - means an entity of organisation, cause, charity or movements which are legal in accordance to any written laws. Entities as such may or may not be registered under the The Registry of Societies (“ROS”) or Registrar of Youths (“ROS”) or any executive boards of the same nature.

2. Dispute Resolution

Except as otherwise stated in this term of use, Donors agree that any disputes which may arise between the Donors, Organisers and the Service Provider, regardless of which parties shall be resolved by binding, individual arbitration and Donor waive its right to court or civil proceedings or to participate in a class action. By agreeing to this terms of use, the Donor expressly agrees and understands all of the terms of use of this platform.

3. Variation

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.

Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service

4. No Solicitation as to Donation Campaigns

The Service Provider offers to help Campaign Organizers raise money. The Service Provider merely provides the technology to allow fundraisers to connect with Donors.

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. By using the Services, Donor 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.

5. Personal Data Protection

5.1. Personal data of individuals related to the Merchant (contact persons, etc.) will be processed by the Service Provider as data user for but not limited to the following purposes;

- i. in order to provide the services and fulfil the obligations under the agreement;
- ii. for making customer analyses and business follow-up;
- iii. for making business and methods development as well as carrying out risk assessment and management;
- iv. for marketing purposes (subject to applicable law) of companies in the group the Service Provider is a part of towards the Merchant;
- vi) 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
- v) to check the Merchant's credit rating in accordance with the terms and conditions of this Agreement.;

The personal data include details of contact persons processed for the purposes of onboarding, support, etc. The Merchant accepts 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.

Personal data of individuals who are the Merchant's clients will be processed by the Service Provider as data processor on behalf of the Merchant. The personal data include transaction data, including card and other payment data.

The Merchant gives its consent for the Service Provider to disclose information about the Merchant (such as contact details, information relating to the Agreement and information on the business relationship with the Service Provider) to other companies in the same corporate group as the Service Provider for the use of but not limited to intra-group reporting, support services, marketing and sale of products and services, including marketing through electronic means such as e-mail. Recipients of marketing through electronic means may always opt-out from receiving any further marketing from the Service Provider or its group companies.

The Service Provider may assign the Agreement to a company in the Service Provider's group without the Merchant's consent. The Service Provider is entitled, without the Merchant's consent, to assign the Agreement to a third party if the Service Provider sells the activities covered by the Agreement to a third party, whether in whole or in part. In such cases, the Agreement will continue in force, without changes, with the new owner entering into the Service Provider's place as the contracting party.

5.2. The Service Provider will directly inquire into data (but not limited to) such as;

- **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.

- **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).

6. Termination and Suspension

6.1. The Service Provider reserves irrevocable right to suspend any accounts and/or terminate the Agreement in the events;

6.1.1. The Organiser has failed to make payments for the any services and in such event, the Service Provider has the rights to cancel or refuse any transactions;

6.1.2. The Service Provider has a reasonable suspicion that the Agreement falls within but not limited to the meaning of **Clause 5.c**. In the event where the Agreement has found to be illegal, the Service Provider may without any liability to the Organiser, proceed to take but not limited to the following actions as the Service Provider deem necessary;

6.1.2.1. report any suspicious or illegal activity to the relevant authorities;

6.1.2.2. cancel and/or refuse any transactions;

6.1.2.3. suspend or close your account or terminate the Agreement and/or the services or part thereof provided to the Organiser;

6.1.2.4. withhold/ forfeit/ withdraw any cash back/ monies/ reward which may release/have released to the Organiser pursuant to any promotion campaigns/ activities/ refund process;

6.1.2.5. apply, at the Service Provider's sole discretion, prevention and detection procedures and refuse the execution of the Organiser's transactions; or

6.1.2.6. take further steps as, in the Service Provider's reasonable discretion, may deem necessary, including taking legal action against the Organiser.

6.1.3. If the Organiser does not make any transactions in the Organiser's account for two (2) months, and there are no funds remaining in the Organiser's account, the Service Provider may in its sole discretion treat the Organiser's account as dormant and may suspend the Organiser's account.

6.2. In events where suspension of the Organiser's account is made in pursuant to but not limited to Clause 8.1.2 and 8.1.3 the Organiser shall contact the Service Provider's customer support team to reactivate the Organiser's account and the Service Provider shall reactivate the Organiser's account at its sole discretion and subject to the Service Provider prevailing policies and procedures.

6.3. Termination of this Agreement for any reason shall not release the Organiser from any liability which, at the time of such termination, has already been made payable or accruable to the Service Provider or which is attributable to a period prior to such termination nor waive the Service Provider from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

6.4. In the event where the Organiser intends to terminate or suspend this Agreement, the Organiser shall give notice to the Service Provider in pursuant to Clause 13 of this Agreement

7. Force Majeure

7.1. The Service Provider is not liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond the Service Provider's control.

The Service Provider cannot be held responsible for losses incurred as a result of;

7.1.1. breakdown of or lack of access to IT systems, or of damage to the data maintained in these systems as a result of any of the reasons listed below, irrespective of whether the Service Provider or a third party is responsible for the operation of such systems;

7.1.2. a power supply failure or failure in the Service Provider's telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking);

7.1.4. strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by the Service Provider or by the Service Provider's organisation, and regardless of the cause of such conflict; and

7.1.3. the foregoing also applies if the conflict only affects portions of the Service Provider and other circumstances that are beyond the Service Provider's control.

7.2. Any elements of illegality caused by the Organiser immaterial whether with or without the knowledge of the Service Provider will not render the Agreement to become void and null in pursuant to this Clause. The Organiser will bear the cost of any investigations, proceedings or actions taken upon the Agreement as a result of (but not limited to) illegality.

8. Support

8.1. The Organiser or Donors is able to request for the Organiser's account to be suspended or unsuspended by email info@marhaen.my or call the customer service team.

Further validation will be required to authenticate the user.

8.2. Enquiries regarding the website shall only be done through email communication unless your subscribed package includes phone support.

8.3. The Organiser may contact the Service Provider for assistance on website issues between **9am – 5.30pm** during working days at **+6011-5644 7824 (WhatsApp)**.

8.4. The Service Provider does not offer support during the non-working days nor public holidays.

ii. Donors Terms of Use.

9. Donors usage of the Services:

- a. Donors agrees to practice due diligence and conduct thorough research on the veracity of information displayed by the Organisers and the accountability of the same in pursuant to the funds given by the Donors.
- b. The Service Provider is not liable and/or responsible for any rewards, promotion or prizes promised or undertaken by the Organisers in pursuant to the Donation Campaign advertised by the same.
- c. Donors may, in response to any suspected fraud and/or false and/or misinformation made by the Campaign Organisers report to the Service Provider of such allegations made by the Donor by emailing to info@lexapay.my
- d. Donors are not entitled to any tax deductions, tax credits, exemptions or any other similar exemptions through the funds given in pursuance of the Donation Campaign.

- e. The Service Provider will be required to process personal data of the Donors in pursuance to the completion of donation payment and will collect information such as but not limited to the Donors name, telephone number, bank details and addresses and shall process the personal data for the purposes of but not limited to processing, service providing, payment completion and data collection.
- f. The Donor as per item 5 agrees to provide the information as forestated to the Service Provider.
- g. The Service Provider shall retain the personal data of the Donors for a necessary period and will conduct necessary safeguards to ensure safekeeping of such information provided by the Donors.
- h. Donors consent to the usage of an amount according to Clause 10 which will be paid to the Service Provider as a form of payment in the usage of this service.

10. Onboarding fees for usage.

10.1 The Service Provider in providing the services as iterated in **Clause 10.2 will accrue an amount as according to Schedule 1** of this Term.

10.2. In consideration of Clause 10.1 the Service Provider undertakes to provide Organisers with services such as but not limited to;

- a. Online donation campaign system through Marhaen.my;
- b. Providing donation campaign advertising tools which includes (but not limited to);
 - i. Campaign poster design;
 - ii. copyrighting;
 - iii. social media presence; and
 - iv. hiring of marketing agencies;
- c. Payment gateway to ease Organisers donation transactions; and
- d. Office hour tech support as per Clause 8.

iii. Organisers Term of Use

11. Organisers usage of the Services

- a. The Organiser, represent, warrant and covenant to undertake responsibility to ensure accuracy, veracity and accountability of the Donation Campaign in regards to the information, financial breakdowns and cause or purposes of the same.
- b. The Organiser shall not provide misleading information in relation to the Donation Campaign in pursuant to any but not limited to any syndicates, scams, phishing, fraud or any acts which is *mala fide* to the Donors and the Service Provider.
- c. The Organiser shall not advertise or fund any Donation Campaign in pursuance of any but not limited to acts as follows;

Goods and services which include pornography and other sexually suggestive materials (including literature, imagery and other media), escort or prostitution services, website access and/or website memberships of pornography or illegal sites;

Alcohol which includes alcohol or alcoholic beverages such as beer, liquor, wine, or champagne etc.;

Body parts which include organs or other body parts;

Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);

Cable descramblers and black boxes which include devices intended to obtain cable and satellite signals for free;

Child pornography which includes pornographic materials involving minors;

Copyright unlocking devices which include mod chips or other devices designed to circumvent copyright protection;

Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials;

Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;

Counterfeit and unauthorized goods which include replicas or imitations of designer goods, items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps, and other potentially unauthorized goods;

Drugs and drug paraphernalia which include illegal drugs and drug accessories, including herbal drugs like marijuana, salvia and magic mushrooms etc.;

Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items;

Endangered species which include plants, animals or other organisms (including product derivatives) in danger of extinction;

Gambling which include lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;

Government IDs or documents which include fake IDs, passports, diplomas, and noble titles;

Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, website, or other protected property;

Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts;

Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes;

Offensive goods which include literature, products or other materials that inter alia;

Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors;

Encourage or incite violent acts; or

Promote intolerance or hatred.

Offensive goods which include crime scene photos or items, such as personal belongings, associated with criminals;

Pyrotechnic devices, combustibles, corrosives and hazardous materials which include explosives and related goods, toxic, flammable, and radioactive materials and substances;

Regulated goods which include air bags, batteries containing mercury, freon or similar substances/ refrigerants, chemical/ industrial solvents, government uniforms, car titles, license plates, police badges and law enforcement equipment, lock-picking devices, pesticides, postage meters, recalled items, slot machines, surveillance equipment, goods regulated by government or other agency specifications;

Securities which include government and/ or public sector unit bonds, stocks, debentures or related financial products;

Tobacco and cigarettes which include cigarettes, cigars, chewing tobacco, and related products;

Traffic devices which include radar detectors/ jammers, license plate covers, traffic signal changers, and related products;

Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, gun powder or explosive mixtures and other armaments;

Wholesale currency which includes discounted currencies or currency exchanges; and

Any other activities, businesses or transactions prohibited by any applicable written law.

- d. Campaign Organisers may add or include beneficiaries to the Donation Campaign in which they may benefit from the Donation Campaign.

12. Consensus

In pursuant to Clause 10 of this Term, Organisers consent the publication, advertisement or any acts done for the purpose of (but not limited to) dissemination and/or publishing and/or advertising the Organiser's donation campaigns.

Schedule 1

| Marhaen.my Fundraising Website Platform | |
|---|--|
| Fundraising Platform Setup & Development | Waived |
| Domain, Hosting & SSL | Waived |
| Term of Agreement | 2 Years |
| Support Service | Waived |
| Fundraising Platform | <p>Tier 1: Fixed handling fee of RM 2.50 for any and each lots valued between RM 0.01 to RM 49.99</p> <p>Tier 2: 5% of any and each lots valued at RM50.00 and above</p> |