

## **TERMS AND CONDITIONS**

1. The following terms and conditions shall apply to “**PrestoPay Credit Financing**” (hereinafter referred to as “**Presto Financing**”).
2. Presto Financing is jointly organized by Yayasan Ihsan Rakyat (Registration No.: 201201017719 (1003231-A)), hereinafter referred to as “**YIR**” and Presto Pay Sdn Bhd (formerly known as EPP Solution Sdn Bhd) (Registration No.: 200701037789 (795818-U)), hereinafter referred to as “**PPSB**”.
3. **Eligibility**
  - 3.1 Presto Financing is open to all new and existing customers of YIR who meet all the following criteria (“**Eligible Customers**”):-
    - a. registered user with a valid Presto Account in Malaysia;
    - b. completed “Electronic Know Your Client” (“**e-KYC**”) procedure on Presto App; and
    - c. whose the financing facility for Presto Financing (“**Financing Facility**”) is approved, accepted and disbursed by YIR in a single application, (collectively, “**Eligibility Criteria**”).
  - 3.2 The following customers are excluded from the scope of Eligible Customers and are not eligible to participate in Presto Financing:-
    - a. customers who cancel their Financing Facility within thirty (30) days from the date of disbursement of the Financing Facility;
    - b. customers who fail to register as a user with a valid Presto Account and complete the e-KYC procedure within thirty (30) days from the date of disbursement of the Financing Facility;
    - c. customers who have committed or are suspected of committing any fraudulent or wrongful acts in relation to any of the financing facilities granted by YIR; and
    - d. persons who are or have become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
  - 3.3 YIR reserves the right at its absolute discretion to approve or reject any application for the Financing Facility and/or the supporting documents as requested by YIR for this Presto Financing. For the avoidance of doubt, YIR reserves the right, as it

deems fit to determine if the supporting documents are valid or sufficiently clear for purposes of the approval.

#### **4. Presto Financing Mechanism**

- 4.1 The Eligible Customer(s) with Presto Financing shall automatically be entitled to enjoy the following:
  - a. a reward of three per cent (3%) from the approved amount of the Financing Facility in the form of PrestoPay Credits, to be credited into the Eligible Customers' Presto Account ("**Reward**"); and
  - b. benefit of enjoying up to fifty per cent (50%) discount for daily selected items from all categories of purchase on Presto App.
- 4.2 The Eligible Customer(s) is not required to sign up or fill up any application form in order to be entitled to the Reward.
- 4.3 For the avoidance of doubt, the Eligible Customers shall have a valid Presto Account for the Reward to be credited into the Eligible Customers' Presto Account.
- 4.4 The Reward will be credited into the Eligible Customers' Presto Account after thirty (30) days from the date of the disbursement of the Financing Facility.
- 4.5 To use the Reward, the Eligible Customers will need to activate and select their PrestoPay Credits as the payment option for their purchases on Presto App.
- 4.6 The Reward cannot be transferred, withdraw or converted into cash or in kind.
- 4.7 The Eligible Customers may apply for more than one (1) Financing Facility and be entitled for more than one (1) Reward.

#### **5. General Terms and Conditions**

- 5.1 The Eligible Customers agree to be legally bound by the terms and conditions herein and the decisions of the organizers (YIR and PPSB).
- 5.2 The decision on all matters relating to Presto Financing shall be final, conclusive and binding and YIR shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning Presto Financing.

- 5.3 YIR and PPSB reserve the right to publish and display the personal details of the Eligible Customers in any mass media or marketing materials for advertising and publicity purposes without compensation and prior notice. By participating in this Presto Financing, the Eligible Customers hereby consent and agree to the use and publication of his/her personal details in this section.
- 5.4 YIR and PPSB reserve the right to forfeit the Reward if the Eligible Customers do not comply with any of the terms and conditions herein.
- 5.5 YIR and PPSB reserves the right at their sole and absolute discretion to alter, withdraw, cancel, suspend, extend or terminate Presto Financing earlier in whole or in part, or to vary, delete or add any of the terms and conditions herein at any time or from time to time without prior notice or reference to the Eligible Customers.
- 5.6 The use of the PrestoPay Credits is subject to the general terms and conditions on the Presto App.
- 5.7 In the event of conflict between the English and Bahasa Malaysia version on the terms and conditions herein, the English version shall prevail.
- 5.8 The terms and conditions herein are governed by the laws of Malaysia, and the Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

**Last updated: 16 April 2020**

**END**