

Terms

Please read these Terms of Use (“Agreement”, “Terms of Use”) carefully before using MRPAYLATER.COM (“the Website”) operated by Mr Pay Later . This Agreement sets forth the legally binding terms for your use of the services provided in the Website (“use of Services”).

Access to and use of password protected and/or secure areas of the Platform and/or use of the Services are restricted to Customers with accounts only. You may not obtain or attempt to obtain unauthorized access to such parts of this Platform and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Provision under Computer Crimes Act 1997 .

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services or purchase of Products; and (iii) your acceptance and compliance with these Terms of Use. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and using the Services.

Introduction

The Website is an online domain owned and provided by Mr Pay Later and registered in the Malaysia .

1. General

- 1.1** By accessing and using this Website, you agree to be bound by and to act in accordance with these Terms of Use and our Privacy Policy.
- 1.2** In the event where you breach the Terms of Use, we reserve the right to immediately cease your use and access of the Website.
- 1.3** We reserve the right to amend the Terms of Use from time to time without notice. Such amendments shall be effective from the date they are posted on the Website. Your continued use of the Website will constitute your acceptance of the amended Terms of Use.
- 1.4** You agree and undertake NOT to:
 - a) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
 - b) use the Platform or Services for illegal purposes;

- c) attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services;
- d) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another Customer's computer or mobile device or the Platform or Services; and
- e) use the Platform or Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws

2. Our Service

- 2.1** The Website is an online platform that enables users to purchase products via Mr Pay Later Installment plans.
- 2.2** You acknowledge and agree that:- Mr Pay Later is not a licensed moneylender under the MONEYLENDERS (AMENDMENT) ACT 2003 (PREVIOUSLY KNOWN AS Moneylenders Act 1951); Mr Pay Later assumes no advisory or fiduciary responsibility with respect to you in connection with the use of Services; Mr Pay Later has not provided you with any legal, accounting, regulatory or tax advice with respect to the use of Services; and You have consulted your own legal, accounting, regulatory and tax advisers with respect to the use of Services.
- 2.3** We aim to provide uninterrupted access to the Website. However, we give no warranty as to any interruptions to the availability of the website. We reserve the right to suspend, restrict or terminate your access to the Website at any time.
- 2.4** We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on the Website and without notice from time to time.

3. Seller

- 3.1** Mr Pay Later allows users to purchase products on our Installment Plans from Sellers through our platform. Sellers may refer to other e-commerce sites or any other retailers, wholesalers or manufacturers. Mr Pay Later may also be a Seller for selected products. (Hereafter, all parties collectively referred to as "Sellers")

4. Products Displayed on our Site

- 4.1** Displayed items of our site (“Products”) are listings from Sellers own website or are uploaded by Sellers. It is presumed that you have full knowledge and understanding of the details of the Products you are purchasing upon the submission of your order, as we will not be liable for any issues resulting in misinterpretations of descriptions and prices of the products purchased.

5. Product Price & Shipping Fee

- 5.1** While we endeavour to provide an accurate description of the Products, we do not warrant that such description, including by not limited to price and stock availability is accurate, current or free from error. Mr Pay Later Installment Plans will be based on the Product price and Shipping fees in your order on our website. If there is a difference in the price, we will inform you and give you the option to cancel or resubmit the order at the correct price. In circumstances where the order cannot be fulfilled by Seller, it may be cancelled and refunded.

6. Availability

- 6.1** Products on our site that indicate a certain level of stock do not necessarily guarantee their availability. We reserve the right to cancel existing orders or discontinue the sale of the product without notice.

7. Payment Method

- 7.1** You may only pay for the Products using Mr Pay Later Installment Plans. Your payments via Mr Pay Later Installment Plans is successful only when your installment is approved by Mr Pay Later.

8. Delivery of product

- 8.1** Delivery of the Products shall only be made to the home address you specify in your Order or Installment Agreement either by Sellers or by Mr Pay Later (or its agents) on behalf of Seller.
- 8.2** Mr Pay Later may update you the status of the delivery via any available communication channels.
- 8.3** You acknowledge that delivery of the Products is subject to availability of the Products. Seller will make every reasonable effort to deliver the Product to you within the delivery timeframe stated on the relevant page on which the Product is listed, but you acknowledge that it is possible that in some instances a Product may become unavailable. All delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed Seller or Mr Pay Later will inform you accordingly via e-mail and your Product will be dispatched as soon as it becomes

available to Seller. The time for delivery shall not be of the essence, and Seller (nor any of its agents) shall not be liable for any delay in delivery howsoever caused.

- 8.4** In the event you do not receive the Product by the projected delivery date and provided that you inform Mr Pay Later within 3 days immediately from such projected delivery date, Seller will try, to the best of Seller's ability, to locate and deliver the Product. If Mr Pay Later does not hear from you within 3 days from such projected delivery date, you shall be deemed to have received the Product.

9. Risk of the Goods

- 9.1** Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when Sellers or Mr Pay Later(or its agents) has tendered delivery of the Goods.

10. Cancellation, Return, Refunds

- 10.1** You may request to cancel your order without any repercussions if Mr Pay Later has not approved your Installment Plan (before your Purchase Status reaches "Approved". If you request for a cancellation but your installment plan has already been approved, your cancellation request will be invalid.
- 10.2** If the item you received is wrong, damaged or defective, please contact us immediately and submit a return form at contact us section in www.mrpaylater.com .Our Service Team will assess your claim and handle the return process.
- 10.3** All returns must be done in accordance with the instructions set out in Sellers' Return Policy. Seller is not obliged to agree to any return unless all such instructions are followed to Seller's satisfaction. Should Seller agree to the return, Seller will deliver the replacement Product to your specified address.
- 10.4** All refunds are conditional upon Seller's acceptance of a valid return of the Product. Sellers' reserve the right to modify the mechanism of processing refunds at any time without notice. Refunds from Seller are credited to Mr Pay Later and used to pay the balance of your Installment Plan. For refunds process relating to your installment plan, please refer to your Installment Agreement.

11. Promotions

- 11.1** Mr Pay Later may run promotions, subject to additional terms and conditions, which can be found on the Site and are hereby incorporated by reference into these Terms of Use. The terms and conditions of the individual promotion has to be met before orders can be eligible.
- 11.2** Sellers may run promotions including but not limited to limited-time sales, member-only discounts and promotion codes. We are under no obligation to place your order within a stipulated time, and we shall not be held liable should the order not be placed within the promotion period. While we try to reflect the promotion in your order, we cannot guarantee that the promotion will be available or applicable to your purchase. Mr Pay Later Installment Plans will be based on the final price listed in your order.

12. Permitted Use

- 12.1** You are only permitted to access and use the Website for your personal, non-commercial purpose. Access to and use of the Website other than for your personal, non-commercial purpose is strictly prohibited.

13. Indemnity

- 13.1** You agree to indemnify and hold Mr Pay Later, its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of your access of the Website or your use of Services.

14. Intellectual Property Rights

- 14.1** The names, images and logos (“Marks”) identifying Mr Pay Later or third parties and their products and services are subject to copyright, design rights and trademarks of Mr Pay Later and/or third parties, and all rights to the Marks are expressly reserved by Mr Pay Later or the relevant third parties.
- 14.2** Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of Mr Pay Later or any other third party, without the prior written consent of Mr Pay Later or such third party. The name of Mr Pay Later or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of Mr Pay Later.

- 14.3** Mr Pay Later and its affiliates and licensors own and retain all rights, titles and interest in and to:- The Website; All hardware, software and other items used to prove the use of Services; and All materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Website, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Mr Pay Later, you shall not copy, modify, publish, transmit, distribute, perform, display or sell any of Mr Pay Later’s proprietary information. You shall also not decompile, reverse-engineer or otherwise attempt to discover the source code of any content available on the Website except under the specific circumstances expressly permitted by law or in writing by Mr Pay Later.
- 14.4** By submitting, posting or displaying content on or through the Website, you grant to Mr Pay Later a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Website for the purpose of displaying, distributing and promoting the Website. You further grant to Mr Pay Later an irrevocable non-exclusive licence to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of the use of Services. Mr Pay Later reserves the right to retain an archival record of all such content including those deleted or removed by you.
- 14.5** In the event that you download any software, application or script from the Website, the software, application or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively referred to as the “Software”) are licensed to you by Mr Pay Later on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose only of utilizing the use of Services in accordance with this Agreement. For the avoidance of doubt, Mr Pay Later does not transfer title ownership or any other rights of the Software to you. You shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Website shall be at your own risk.

15. No Third Party Rights

- 15.1** A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 of Malaysia or under any law, to enforce any provision in this Agreement.

16. Exclusions of liability

- 16.1** Nothing in these Terms of Use exclude or limit our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under any written rule, regulation or law enforced by the Bank Negara Malaysia (BNM) or any other governmental authority regulating licensed moneylender.

- 16.2** We use reasonable endeavours to ensure that the data, material and information on the Website are accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not able to guarantee that the data, material and information on the Website are accurate or that there are no errors or omissions in the data, material and information.
- 16.3** We do not monitor, verify or endorse data, material and information submitted or provided by third parties which is included on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. In particular, we do not monitor, verify or endorse the information or quotations collected from the product and service providers as presented to you on the Website. We are not responsible for any data, material or information included on the Website which has been provided by third parties.
- 16.4** We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.
- 16.5** We are not responsible for any losses or damages arising from an inability to access the Website, from any use of the Website or from reliance on the data transmitted using the Website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.
- 16.6** We are not responsible or liable for any indirect losses or damages suffered or incurred by you or for any losses or damages suffered or incurred by you, which were not foreseeable by us through your access and use of the Website.
- 16.7** For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

17. Your responsibilities

- 17.1** You are solely responsible and liable for your conduct on the Website and for the use of Services.
- 17.2** You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the Website or the websites of third parties or any other technology.

- 17.3** You may complete a registration process as part of your use of the Website which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on the Website using your username, password and/or other identification information.
- 17.4** You must check and ensure that all information, content, material or data you provide on this Website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on this Website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.
- 17.5** You must ensure all information you provided during checkout and application on our Website are true and accurate.

18. Privacy

- 18.1** We are committed to protecting your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using the Website, you agree to the way in which we process and deal with your personal information.
- 18.2** We may disclose your personal information or access your account if required to do so by law, any court, or any other applicable regulatory, compliance, Governmental or law enforcement agency.

19. Termination of Use

- 19.1** You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.
- 19.2** Upon termination or suspension, regardless of the reasons therefore, your right to use the Services available on this Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

20. Auto Debit Authorization

- 20.1 Users will perform a transaction on RM 1.00 (only one time) initially to the respective selected banks to authorize the full auto debit amount of the item purchased. This amount is also to authorize the authenticity of the account.
- 20.2 This amount is not refundable.

21. Governing law

- 21.1 Any dispute arising out of or in connection with this Agreement shall be referred to and resolved by the Courts of Malaysia. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.

22. Miscellaneous

- 22.1 You agree that no joint venture, partnership, or employee relationship exists between you and us as a result of these Terms of Use or as a result of the use of Services.
- 22.2 This Website is only intended for use by residents of the Malaysia. We make no warranty or representation that residents living outside Malaysia will be able to purchase products on credit through the Website. If you choose to use this Website from locations outside the Malaysia, you shall be responsible for compliance with all applicable local laws.
- 22.3 Except as otherwise expressly provided herein, this Agreement represents the entire agreement between you and Mr Pay Later regarding the subject matter hereof and supersedes any prior agreement between you and Rely as well as all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us.
- 22.4 All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement by any reason.
- 22.5 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.
- 22.6 We may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.

23. Credit Authorisation

- 23.1** You authorize and give consent to conduct credit/litigation checks on yourself, including making inquiries with any credit bureau or other third parties in relation to this request, which Mr Pay Later may consider necessary or deem fit subject to Mr Pay Later's discretion.