



PBAPP MOBILE APP TERMS OF USE

Introduction

Perbadanan Bekalan Air Pulau Pinang Sdn Bhd (“PBAPP”) would like to thank you for using the PBAPP Mobile App. This App is brought to you for one purpose – that is to provide better service to you.

To ensure that both Parties are aware of their rights and responsibilities when using the App, kindly read this Terms of Use thoroughly and be sure that you fully understand the said terms before you click the “ENTER” button.

By clicking the “ENTER” button, you have read, understood, and acknowledged the terms of use for PBAPP’s Mobile App. You are bound by the said Terms of Use.

If you do not agree to the Terms of Use, kindly click the “BACK” button and you shall be redirected accordingly. In the event that you click the “BACK” button, the use of this App shall be restricted to certain permitted features of the App only.

Use of PBAPP Mobile App

PBAPP Mobile App offers the services to its customers and may from time to time revise, modify or add additional services.

You hereby declare that you have attained the age of 18 years old when using this App.

The use of this App shall be solely for the purpose of related transactions with PBAPP. You shall not reproduce any information, materials and/or data contained in this App without prior written consent of PBAPP.

You are responsible for the passwords being used to access or use this App. In the event you become aware of any unauthorized use of your password, you shall notify PBAPP immediately.

PBAPP reserves all intellectual property rights with regards to the design and content of this App. PBAPP shall have the right to demand and/or sue for any infringement of copyright committed pursuant to the use of this App.

Use of Your Personal Information

For the purpose of the App, PBAPP may collect, process, or disclose your personal information in accordance with the provisions of the Personal Data Protection Act 2010 and PBAPP’s Privacy Policy. The full Privacy Policy can be accessed at www.pba.com.my

Payment

By submitting payment of bills through this App, it means that you have agreed to the mechanism of payment including the time taken to affect the said payment.

While we employ best efforts to ensure the success of your payment, PBAPP does not guarantee the success of the payment made through this App.

Any information furnished by you to PBAPP relating to payment of bills shall be deemed as final, true and accurate, save for any manifest error. Payment of the bills shall be processed by a third party payment gateway service provider.

Payment of the customer's bill may only be deemed as effected upon receipt by PBAPP of the full sum of payment. PBAPP shall not be liable for any losses and/or damages resulting from any unsuccessful payment in whatsoever conditions.

PBAPP reserves the right to commence any action for the recovery of any outstanding amounts due and payable by the customer.

Refund Policy

Payment or Credit Balance tied to the water account is not refundable, reversible and/ or transferable to other water accounts. User shall ensure that the payment is made correctly. PBAPP shall not responsible for any error caused by the user. On a case to case basis, PBAPP may refund, adjust, reverse and/or transfer at its sole discretion upon application made by the user at PBAPP Customer Care Centres.

Disclaimer

PBAPP does not warrant the use of the App will be uninterrupted, error-free, free of viruses and/or any harmful elements. PBAPP will take necessary reasonable measures to ensure that interruptions, errors and/or virus threats are at a reasonable minimum level.

All information, material, feature and content of this App are correct and accurate at the time the same are available and subject to changes from time to time. PBAPP reserves to exercise its own discretion in affecting necessary changes.

PBAPP expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranty of non-infringement of intellectual property rights.

PBAPP does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.

Indemnity

You hereby agree to indemnify and keep indemnified PBAPP, from and against all loss, damage, claims or expenses, including solicitors' fees, arising out of your use or misuse of this App where the use or misuse are in breach of this Terms of Use.

Limitation Of Liability

You agree that PBAPP shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through this App. You specifically agree that PBAPP is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that PBAPP is not responsible for any content sent using and/or included in this App by any third party.

You expressly understand and agree that PBAPP shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- (i) the use or inability to use this App ;
- (ii) the provision or failure to provide the service provided under this App;
- (iii) unauthorized access to or alteration of your transmissions or data;
- (iv) any information or services obtained through this App or any other matter relating to this App whether based on contract, tort, negligence, strict liability or otherwise (even if PBAPP has been advised of the possibilities of such damages).

Proprietary Rights

You acknowledge and agree that this App and any necessary software used in connection with this App contain proprietary and confidential information that is protected by applicable intellectual property and other laws. PBAPP grants you a revocable personal, non-transferable and non-exclusive license to use the software for viewing and otherwise using this particular App in accordance with the terms and conditions and for no other purpose, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software. You also may not, without PBAPP's expressed prior written consent, reproduce, retransmit or copy or modify any of the contents of this App. PBAPP disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this App.

Termination

PBAPP may terminate your access to any part of this App at any time without any notice, to be effective on immediate effect without assigning any reason whatsoever. PBAPP shall not be liable for any losses and/or damages suffered by you resulting from such termination.

General

This Terms and Conditions constitute the entire agreement between you and PBAPP and governs your use of this App. These terms and conditions are meant to regulate your access to this App. You agree that no joint venture, partnership, employment or agency services exist between you and PBAPP as a result of your acceptance of the terms and conditions and use of this App. The terms and conditions will be governed by and construed in accordance with the laws of Malaysia. You hereby irrevocably consent to the exclusive jurisdiction of Malaysian Courts in all disputes arising out of or relating to the use of this App.

The section titles in the terms and conditions are for convenience only and have no legal or contractual effect.

Trademark

All trademarks, service marks, and logos displayed in this App are the property of PBAPP. Unless the prior written consent of PBAPP has been obtained, no license or right is granted to any party accessing this App to use, download, reproduce, copy or modify such trademarks, services marks or logos.

Miscellaneous

The failure of PBAPP to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of

the other provisions of the terms and conditions shall continue in full force and effect. Any rights not expressly granted herein are reserved.

Law And Jurisdiction

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this App and/or using the services provided herein by PBAPP, you hereby consent to the exclusive jurisdiction of the Malaysian courts in all disputes arising out of or relating to the use of this App. PBAPP makes no representation that the materials, information, functions and/or services provided on this App are appropriate or available for use in jurisdictions other than Malaysia.