

**TERMS AND CONDITIONS**

**1. Introduction**

- 1.1 The J-CLicks Mobile Application (“J-CLicks”) is made available by JCL Credit Leasing Sdn. Bhd., Registration number: 199601041058 (413411-H) (“JCL” or “the company”) subject to the Term and Conditions herein (“Terms and Conditions”). You acknowledge that you have read and fully understood these Terms and Conditions will form a legal agreement that is binding between you (the “User”) and JCL Credit Leasing Sdn. Bhd., Registration number: 199601041058 (413411-H) (“JCL” or “the Company”) when you download, activate and/or use J-CLicks, including enhancements and new versions made available in the future. Any person that you allow to access J-CLicks using your Account shall also be bound by these Terms and Conditions.
- 1.2 In addition to these Terms and Conditions, you also agree to comply with and adhere to the Terms & Conditions of the following agreements and documents but not limited to (whichever applicable):
- (a) Personal Data Protection Notice (“PDPN”)
  - (b) The terms and conditions of any other document or agreement governing your relationship with JCL, including payment methods and Personal Financing agreements.

**2. J-CLicks Mobile**

**2.1 J-CLicks Application Software (“the Application”)**

- 2.1.1 In order to use J-CLicks, you are required to download the application software from Google Playstore or Apple Store to your Device, and thereafter register on J-CLicks through the application.
- 2.1.2 JCL is not responsible or liable in any way for the Users access and use of the Google Playstore and Apple Store. You are solely responsible for the installation, configuration or compatibility of the hardware, software and other equipment used for installation of the J-CLicks application on your Device.

## **2.2 User Responsibilities**

- 2.2.1 The User agrees to register for J-CLicks and provide true, accurate, current and complete information as prompted by J-CLicks registration process (“Registration Data”). If you provide any information that is untrue, inaccurate, not current or incomplete, or if JCL has reasonable grounds to believe that any information is untrue, inaccurate, not current or incomplete, JCL has the right to suspend or terminate your access to J-CLicks and refuse any and all current or future use of J-CLicks (or any part thereof) without any liability.
- 2.2.2 The User shall ensure the compatibility of their mobile device with J-CLicks. In the event that changes and upgrades are introduced to J-CLicks, you shall be responsible to ensure the continued compatibility of your Device and you shall have no claim whatsoever against JCL arising therefrom.
- 2.2.3 The User shall be responsible for any Device, software and mobile network/data services necessary for the use of J-CLicks and also for ensuring accuracy of information or transaction data submitted or confirmed by you through the use of J-CLicks; and
- 2.2.4 The User shall not install the Application on a jail-broken or rooted Device. Unauthorized modifications to any Device(s) operating systems (“jail-breaking or rooting”) bypass security features and can cause numerous issues to the hacked devices; thus such Device(s) are vulnerable to fraudulent attacks and may expose your Account(s) registered under J-CLicks being used by unauthorized persons, whether remotely performed or otherwise.
- 2.2.5 The User shall be solely responsible for all fees and charges related to access and connection to J-CLicks including but not limited phone/telecommunication usage, mobile data usage charges and any other charges imposed by any Network/Wifi Service Provider.
- 2.2.6 The Users J-CLicks cannot be transferred and the User must be the individual holding the NRIC or passport number registered with JCL.
- 2.2.7 The User is responsible for maintaining the confidentiality of their User ID and Password for the Application, and the User shall be fully responsible for all

activities/transactions made with the User ID/Password or Account. JCL will not be liable for any loss or damages arising from the Users failure to take reasonable steps to maintain the confidentiality of their Account or User ID/Password, your failure to exit from the Application immediately upon ceasing to using the Application for any transaction or enquiry, or the Users negligence in safeguarding/securing Device against loss or theft.

## **2.3 Use of J-CLicks**

- 2.3.1 By installing the Application, the User represents and warrants that they are the person holding the relevant Account with JCL to be enrolled for utilization in J-CLicks.
- 2.3.2 J-CLicks users safety tips whereby the User must take all reasonable precautions to prevent the User ID, Password, any internet password and internet Identity number or any other security details for the Account from being misused or being used to commit fraud:
- (a) Do not allow another person to view your User ID and Password when you enter it into your account or point-of-sale device or display that information by any means to any person to avoid unauthorized use;
  - (b) Contact JCL immediately about any suspicious matter or problems regarding the use of J-CLicks.
- 2.3.3 By using the Application, the User agrees and undertakes to use the Application functions in accordance with these Terms and Conditions, and accept the risk that by enabling the Application on their Device, unauthorized access may arise using your login information, and you will be liable solely for all information accessed or transactions performed by any other person without your knowledge, authority or consent.
- 2.3.4 References to material and information contained on J-CLicks include such material and information provided by third parties. JCL does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currency,

accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of such material, information and/or functions therein.

- 2.3.5 The User understands and agrees that J-CLicks is provided on “As-is-Basis” and that JCL assumes no responsibility for their inability to access/use J-CLicks or any part thereof, the rejection of their transactions, the incorrect processing of their transactions as a result of your failure to maintain your account with the Network/Wifi Service Provider or your failure to obtain or use the necessary application version, Device(s), internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant operating system and/or software or to use the new and recent versions of the same as may be required by J-CLicks.
- 2.3.6 JCL does not warrant that access to the whole or part(s) of J-CLicks, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your Device.
- 2.3.7 Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of JCL, reasonable measures will nevertheless be taken by JCL to ensure the integrity of systems and processes as well as timely processing of transactions and information requests related to services offered by JCL through J-CLicks.
- 2.3.8 The materials, information and functions provided shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, redeem or transfer, or as the giving of any advice in respect of loans, advances, credits or easy payment products in any jurisdiction. The User shall be responsible to evaluate the quality, adequacy, completeness, currency and usefulness of all services, content, advice, opinions and other information obtained or accessible through J-CLicks.
- 2.3.9 While there are no charges currently imposed by JCL for installation and usage of J-CLicks, JCL may in the future impose fees/charges for J-CLicks (or service(s))

under J-CLicks) at any time, at its sole discretion by providing prior notice to you with Clause 8.2.1.

2.3.10 The User consents and accepts that the usage of J-CLicks will access and make use of detailed location and tracking information, in the form of Global Positioning System (GPS) signals and other information sent by your mobile device on which the J-CLicks application is installed, activated and in use.

2.3.11 JCL gives no warranty and accepts no responsibility or liability for the accuracy or the completeness of the information and materials contained on JCL's Dealers website, and further use of the Dealers website by the User. Under no circumstances will JCL be responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever resulting or arising directly and indirectly from your use of or inability to use the Dealers website or any other website linked to J-CLicks, JCL or its affiliates; or from your reliance on the information and material on the said website, even if JCL has been advised of the possibility of such damages in advance.

2.3.12 Links from or to Websites and/or Applications outside of J-CLicks are meant for convenience only. Such linked Websites and/or Applications are owned and operated by third parties and as such are not under the control of JCL. Therefore, JCL shall not be responsible and makes no warranties in respect of the contents of those Websites and/or Applications, the third parties name therein or their products and services. Furthermore, the links provided in J-CLicks shall not be considered as an endorsement or verification or approval of such linked Websites and/or Applications or the contents therein. Linking to any other site is at your sole risk and JCL will not be responsible or liable for any damages in connection with linking. It is advisable for you to read the privacy policy statements (if any) of any Websites and/or Applications which are linked to J-CLicks.

## **2.4 Reactivation**

- 2.4.1 In the event the Account and/or services of J-CLicks have been suspended and you request for the reactivation of the same, JCL may at its absolute discretion reactivate the Account.

## **2.5 Error in Accounts Statement and/or Payment Simulation**

- 2.5.1 If you discover any error or discrepancy in your Account statement and/or payment simulation for full settlement, you must contact JCL within thirty (30) days from the date of which the discrepancy is found, failing which, you shall be deemed to have accepted the accuracy of the information provided and JCL will not be liable and responsible for any errors found in the Account statement and/or payment simulation for full settlement.
- 2.5.2 If it is revealed in the course of JCL's investigation that the information did contain errors and discrepancies, JCL will make the necessary arrangements and rectification of the aforementioned information and notify you once the rectification is made.

## **3. Payment through J-CLicks**

- 3.1 By using J-CLicks for payments, the User accepts the risk that unauthorized payment transactions may be made using J-CLicks on your Device, and you will be solely liable for all such payment transactions, notwithstanding that your User ID and/or password may have been used by any other person without your knowledge, authority or consent.
- 3.2 The User shall be solely responsible for all payment transactions made through J-CLicks. JCL will not be responsible or liable for any transactions made as a result, but not limited to, of a mistake, accident, negligence by the User. The User is responsible for notifying and informing JCL if any transactions are made due to, but not limited to, a mistake, accident, negligence by the User.
- 3.3 By using J-CLicks, the User agrees and consent to the use of e-Payment systems/portals through JCL's vendors including, but not limited to, JomPay and

iPay88, during transactions and payments made using J-CLicks and any other terms and conditions as may be relevant to the use of e-Payment systems/portals and subject to you maintaining and providing the necessary requirements for the use of the services.

- 3.4 The User will have been deemed to have consented to any fees and charges payable in respect of the services as stated in Clause 3.3 through the Users utilization and usage of J-CLicks pursuant to the acceptance of this Terms and Conditions.

#### **4. Security of J-CLicks**

4.1 The User must:

- (a) keep User ID, password and any other login or access information on your Device secret and confidential at all times;
- (b) safeguard and secure the Device at all times to prevent fraudulent or unauthorized access to or use of J-CLicks; and
- (c) take all reasonable steps to cease to utilize the use of J-CLicks immediately upon being aware of unauthorized usage, loss or theft of Device.

4.2 The User must report to JCL as soon as you:

- (a) suspect or become aware that the Device is lost or stolen;
- (b) suspect or become aware that the User ID and/or password has or may have been disclosed to another person; or
- (c) suspect or become aware that there has been authorized use of User ID and/or password or Device.

4.3 In the event of any loss, theft or disclosure of User ID and/or password or Device, the User is responsible for all transactions made by anyone using J-CLicks until JCL is notified or action has been taken by you to cease to utilize the use of J-CLicks and/or restrict access to your Device. You will be bound by the existing terms and conditions and liable for any unauthorized transactions.

**5. Intellectual Property**

**5.1 Ownership**

5.1.1 The Intellectual Property in and to J-CLicks are owned, licensed to or controlled by JCL, its licensors or its service providers (where applicable). JCL reserves the right to enforce its Intellectual Property Rights as defined herein to the fullest extent of the law.

5.1.2 “Intellectual Property Rights” as used in these Terms and Conditions include, both in Malaysia and throughout the world, any copyright, trade mark, service mark, design, patent, patent applications, or other proprietary right, or any right to registration of such rights.

**5.2 Restricted Use**

5.2.1 No part or parts of J-CLicks may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any server, system or equipment without JCL’s prior written permission or prior written permission from the relevant copyright owners.

**5.3 Trademarks**

5.3.1 Nothing in these Terms and Conditions shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks displayed or assignment of an Intellectual Property Right in respect of J-CLicks (as the case may be), without JCL’s written permission (or that of any other applicable trademark owner, as may be relevant).

**6. Disclaimer and Exclusion of Liability**

6.1 The User expressly agree that access and use of J-CLicks is at your sole risk. JCL hereby excludes and disclaims all warranties and conditions, either express, implied or statutory, including but not limited to, the implied warranties or conditions



of merchantability, satisfactory quality, fitness for a particular purpose, accuracy and non-infringement of third-party rights.

- 6.2 JCL also does not warrant against interference with the Users enjoyment, that the functions or services performed or provided by JCL will meet your requirements, that the operation or availability of J-CLicks will be uninterrupted or error-free, or that J-CLicks shall be free from errors and defects.
- 6.3 In addition to the other Terms and Conditions, JCL is not liable for any direct, indirect, incidental, punitive, special or consequential damages or economic losses whatsoever or howsoever caused arising directly or indirectly in connection with poor or uninterrupted mobile network coverage.
- 6.4 These Terms and Conditions are solely for the use of J-CLicks. The Terms and Conditions for the use of JCL's Online Personal Loan ("OPL") and Islamic Compliant Product ("i-Fund") are to be referred to in their respective portals and not in relation to these Terms and Conditions for the use of J-CLicks.

## **7. Indemnity**

- 7.1 The User agrees to hold JCL harmless and indemnify JCL and all its employees, nominees, directors, licensors, sponsors, affiliates and agents for any losses and embarrassment suffered by JCL (other than such loss and embarrassment arising from JCL or its employees' and agents' willful misconduct or gross negligence) from any claim or demand, including reasonable legal fees, made by a third party due to or in connection with your installation, access and/or use of J-CLicks; or your violation of any terms as stated.

## **8. General**

### **8.1 Waiver**

- 8.1.1 Any failure or delay by JCL in exercising or enforcing any right that JCL has under these Terms and Conditions does not operate as a waiver of and does not prejudice or affect JCL's rights subsequently to act strictly in accordance with JCL's rights.

## **8.2 Variation**

- 8.2.1 The User agrees that these Terms and Conditions may be changed from time to time. If JCL changes or adds any term or condition to these Terms and Conditions, JCL will provide you with 21 days prior notice and the change or addition will take effect on the date specified in the notice.
- 8.2.2 The User agrees that the continued use of J-CLicks after such update will constitute the acceptance of an agreement to be bound by the updated Terms and Conditions.
- 8.2.3 If the User does not accept the change or addition to these Terms and Conditions, you must stop accessing and using J-CLicks and terminate your access and use of J-CLicks. If you continue to access and use J-CLicks after the change or addition takes effect, you will be deemed to have accepted the revised Terms and Conditions without reservation.

## **8.3 Severability**

- 8.3.1 If any of these Terms and Conditions is rendered invalid, unlawful or unenforceable under the laws of Malaysia, it shall not affect or impair the validity, legality or enforceability of the rest of the terms.

## **8.4 Illegality**

- 8.4.1 JCL may close and revoke any access and or service with or without notice to the User if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in JCL's opinion, maintaining or performing any obligation under these Terms and Conditions becomes illegal, or we are otherwise prohibited from doing so.

## **8.5 Assignment**

- 8.5.1 These Terms and Conditions are binding on the User and on JCL and on respective successors-in-title and/or permitted assigns.
- 8.5.2 These Terms and Conditions are binding even if:-
  - (a) JCL changes its name of constitution; or

- (b) JCL consolidates or amalgamates with another entity, in which case, that entity will substitute JCL in relation to these Terms and Conditions and will continue in force between you and that entity.

8.5.3 The User cannot assign or transfer your rights and obligations under these Terms and Conditions without JCL's prior written permission.

## **8.6 Applicable Law and Proceedings**

8.6.1 These Terms and Conditions are governed by and will be interpreted according to the laws of Malaysia.

8.6.2 The User agrees to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against JCL can only be brought in the courts of Malaysia. This clause does not limit JCL's right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

## **8.7 Suspension or Termination of J-CLicks**

8.7.1 JCL reserves the right to suspend or terminate usage of the J-CLicks application for any reason at JCL's sole and absolute discretion, subject to providing 21 days prior notice to you or with immediate effect and without notice in the following situations:

- (a) you are in breach of any of the Terms and Conditions;
- (b) you have contravened or are found in breach of any of the Applicable Laws;
- (c) JCL has reasons to believe that you are involved directly or indirectly with fraud, money laundering or other illegal and/or criminal activities;
- (d) JCL is no longer a holder to the requisite approval or license in relation to any Services offered through J-CLicks;
- (e) if JCL receives instructions from any Authoritative Body, Governing Bodies or Regulatory Authorities to terminate J-CLicks.

8.7.2 In addition to the rights to terminate hereunder, JCL reserves the right at any time without owing any liability to you, to modify, suspend, discontinue temporarily, limit the usage or freeze J-CLicks in its entirety or in parts related to certain

functionalities, at its sole and absolute discretion, for any duration upon your breach of the Terms and Conditions and/or Applicable Laws, due to security concerns, suspicions of

unlawful activities or unexpected technical, system, maintenance, fixes, bugs or other related issues. The exercise of JCL's rights under this paragraph does not prejudice or prevent JCL from exercising its right to terminate your J-Clicks access.

8.7.3 Upon termination or suspension of your J-Clicks access, effective immediately, your J-Clicks account will not be able to effect or carryout any Transactions and your account will remain as such pending further instructions from the relevant regulatory authorities and with JCL's discretion.

8.7.4 Notwithstanding the termination or suspension of your J-Clicks access, you remain responsible and liable for all obligations attributable to your J-Clicks account prior to any event of termination and JCL is permitted to enforce and pursue any of its rights and/or remedies accruing from such liability.

## **8.8 Notices**

8.8.1 JCL may, in its sole discretion, serve you any notice under these Terms and Conditions by posting such notice on JCL's website or any other online medium, which JCL may introduce from time to time.

8.8.2 All notices or formal communications with this Terms and Conditions shall be in the English language. Any translation of this Terms and Conditions is provided solely for your convenience and is not intended to modify any of this Terms and Conditions. The English version of this Terms and Conditions shall be your primary reference in all respects and shall prevail in all cases of inconsistency with any translated versions.

## **8.9 Force Majeure**

8.9.1 Without limiting the generality of any provision in these Terms and Conditions, JCL shall not be liable for any failure to perform its obligations herein caused by an act

of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes if any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom JCL has no control over or any cause outside of JCL's reasonable control.

- 8.9.2 The services provided by J-Clicks may occasionally be affected by interference caused by objects beyond JCL's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in payment systems and other transactions. In the event of such interference, JCL shall not be responsible for any inability to use or access the services provided by J-Clicks, interruption or disruption of the aforementioned services.

**9. Updates to J-Clicks Application Software**

- 9.1 J-Clicks may be updated from time to time to a revised/new version and you are required to perform such update of the application software in your Device to ensure full performance and functionality of J-Clicks. JCL shall not be responsible for any loss or damage resulting from any failure by you to update to the latest version of J-Clicks.

**10. Privacy Policy**

- 10.1 The User agrees that by registering for the Account and services of J-Clicks, you consent for your Personal Information/Data to be used and/or disclosed in accordance with the Personal Data Protection Act 2010 and be bound by JCL's Privacy Notice <https://jcl.my/wp-content/uploads/2020/04/Personal-Data-Protection-Notice.pdf>.
- 10.2 The Personal Information/Data provided by you may be held in a database and JCL may use, store, analyze and transfer and/or exchange such information with all such persons as may be considered necessary. JCL may use, disclose to third parties and process your Personal Information/Data provided by you to JCL for the following purpose:

- (a) processing your application and providing you with the services/products of JCL and J-CLicks, as well as services and products by other external providers provided through JCL;
  - (b) to enable communication;
  - (c) managing your relationship and Account with JCL;
  - (d) for administrative purposes and any other ancillary matters related to the provision of services related to JCL and J-CLicks; and
  - (e) sending you marketing, advertising and promotional information about other products/services that JCL and its affiliates, related corporations and third-party services providers/agents may be offering or which JCL believes may be of interest or benefit to you. Additionally, our related, affiliated, and/or associated companies, our merchants, and strategic partners may contact you about products, services and offers, which we believe may be of interest or benefit to you. You have the right to opt out from receiving marketing messages. If you wish to opt out from receiving marketing messages, please contact JCL. If you do not opt out from receiving marketing messages, you will be deemed to have consented to receiving such messages by JCL, their related affiliates, and/or associated companies affiliated, and/or associated companies, JCL's merchants, and strategic partner.
- 10.3 JCL may monitor and record all transactions and communications that may take place between JCL and the User for JCL's business purposes (include but not limited to the access of J-CLicks, quality control and training, prevention of unauthorized use of JCL's telecommunications systems, ensuring effective systems operation and prevention and detection of crime.)
- 10.4 You hereby agree, consent and allow JCL to extract, disclose and release any information in the possession of JCL relating to you and the use of J-CLicks (including your Personal Information/Data), the particulars of the transactions or any designated account relating to the transactions or any other data required for the purpose of investigating any claim or dispute arising out of or in connection with the transactions or to be used as evidence in court or in the event of any suspected misuse of services through J-CLicks. You hereby agree that in the event

of a dispute or claim of any nature arising in respect of any transactions, the records of the transactions available from JCL and J-CLicks shall be used as sole reference and basis of settling such dispute or claim. Your agreement and consent under this Clause shall survive the termination of the services of J-CLicks.

10.5 In addition to the classes of users as stated herein, JCL may additionally disclose your Personal Information to the following classes:

- (a) affiliated companies with JCL;
- (b) Persons/Organizations required under law or where disclosure is necessary for the purposes of compliance with applicable laws or in response to the relevant authorities requests;
- (c) Government agencies, statutory authorities, enforcement agencies under law; and
- (d) JCL's contractors, service/product providers, consultants, auditors, accountants, solicitors, and advisors

10.6 The Personal Information/Data requested by JCL are mandatory which you must provide and agree to the processing of such Personal Information/Data. Should you decide not to provide any or all of the Personal Information/Data, JCL has the discretion to withhold approval and not to proceed with the provision of the services offered on J-CLicks.

10.7 Subject to the provision of the Personal Data Protection Act 2010, you shall the right to access your Personal Information Data by requesting for a copy of your Personal Information/Data and request to rectify or update your Personal Information/Data. You have the right to opt out from giving your consent for your Personal Information/Data to be used and/or disclosed by JCL in the manner stated under this Clause 10 and under the Personal Data Protection Act 2010. If you wish to opt out, please contact JCL. Please note however that if you opt out from giving your consent, JCL will not be able to continue to provide the services of J-CLicks and you will not be able to use the services of J-CLicks.

**11. Definitions and Interpretation**

11.1 For the purpose of these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

- (a) “Account” refers to any account the User now or hereafter have with JCL and any account used for the purposes of J-CLicks and from which funds and payment may be applied for the utilization of J-CLicks.
- (b) “Device” means any compatible smartphone or mobile device used by the User to access and use J-CLicks.
- (c) “Liability” means, all debts, liabilities or obligations the User owes to JCL now or in the future, whether actual or contingent, primary or collateral, several or joint.

Loss includes claims, actions, losses, damages, demands, liabilities and costs of any kind.

- (d) “User ID” means the User Identification (ID) or similar access code/password chosen by the User which is used to confirm the identity when accessing J-CLicks or specific services/functions in J-CLicks.
- (e) “OTP” means One-Time Password that is valid for only one login session during the Registration for an Online Personal Loan (OPL) Account.
- (f) “You” or “your” refers to potential and existing users of J-CLicks;
- (g) “JCL” refers to JCL Credit Leasing Sdn Bhd and shall include its successors-in-title and permitted assigns.



**12. Further Enquiries and Assistance**

Please contact JCL if you have any questions related to these Terms and Conditions or require any assistance related to J-CLicks:

JCL Credit Leasing Sdn Bhd

Tel : 018-2011 700

Email : [inquiry@bpartnergroup.com](mailto:inquiry@bpartnergroup.com)