TERMS & CONDITIONS FOR JUSTGO MOBILE APPLICATION

The following Terms and Conditions ("T&C") shall govern your access and use of the JustGO Mobile App (as defined hereinafter) and Services (as defined hereinafter) made available online by the JustGO Solutions Sdn. Bhd. (Registration No. 201901000296 (1309622-A)) (hereinafter defined as "JGS").

By accessing this T&C and Services, you acknowledge and agree to be bound by these T&C. If you do not agree to these T&C, you must refrain from accessing or using the JustGO Mobile App.

JustGO reserve the right to amend or update these T&C from time to time. Any such revisions will be published on the JustGO Mobile App. Your continued access or use of the JustGO Mobile App following the posting of any revisions shall constitute your acceptance of the amended T&C.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:-

"Affiliates"	mean any company that controls, is controlled by, or is under common control with JustGO;
"ANPR"	means Automatic Number Plate Recognition, a solution that uses cameras and image recognition software to detect a vehicle's number plate for toll payment purposes that is applicable for Class 1 vehicles on PLUS Highways and LPT2 Highway;
"Authorisation Letter"	means a letter issued on the organisation's official letterhead to show its intent to register and give authority to a designated party;
"CCM"	means Companies Commission of Malaysia;
"E-Account"	means digital account designed by JustGO to facilitate the services provided by and is accessible via JustGO Mobile App i.e. cashless toll payments transactions (ANPR) and the issuance of e-Invoice;
'e-Invoice/s"	means any payment transaction made by you as a registered JustGO Mobile App including but not limited to toll payments, toll violation payments and purchases of Touch 'n Go cards at toll plazas. The e-Invoice replaces paper or electronic documents such as invoices, credit note and debit notes. It requires verification from the Inland Revenue Board of Malaysia before it is issued to you. It contains essential information such as the supplier's and buyer's details, item descriptions, quantities, prices (before tax), taxes, and total amount;
"e-KYC"	means Electronic Know Your Customer, a digital process used to verify and validate identity remotely replacing traditional, paper-based methods. e-KYC typically involves verifying/confirming a person's identity or a business' registration with CCM through electronic including but not limited to facial recognition, document uploads and biometric data;
"e-KYV"	means Electronic Know Your Customer, a digital process used to verify vehicle remotely. e-KYV typically involves verifying a person's vehicle ownership through electronic means like document verification and image recognition;
"e-KYP"	means Electronic Know Your Payment, a digital process used to verify payment method. e-KYP typically involves verifying a person's payment method through electronic means by using an online payment gateway;
"IRBM"	means Inland Revenue Board of Malaysia;

"JGS"	means JustGO Solutions Sdn. Bhd. (Registration No. 201901000296 (1309622-A));
"JustGO Mobile App"	means a mobile app developed to provide registered users with access to ANPR services, including the issuance of e-Invoice;
"LLB"	means Lingkaran Luar Butterworth (Penang) Sdn. Bhd.
"LLB Highways"	means LLB's highways
"LPT2 Highway"	means LPT 2 SB's highway i.e the East Coast Expressway Phase 2;
"LPT 2 SB"	means Lebuhraya Pantai Timur 2 Sdn. Bhd.;
"MyKad"	means National Registration Identification Card for Malaysian citizens;
"MyTentera"	means Military Identification for Malaysian citizens who are active members of the Malaysian Armed Forces;
"OTP"	means one-time password which is a unique, temporary code generated to verify identity during a digital transaction or authentication process. It is valid for a short period and can only be used once;
"Personal Information / Data"	means all personal and business data and identifying details provided by you during the verification process for the purpose of registering for and using the Service, including but not limited to name, identification number, contact information, and any other data required by JustGO. Such information shall be collected, stored, and processed in accordance with the Personal Data Protection Act 2010;
"PLUS Berhad"	means Projek Lebuhraya Usahasama Berhad;
"PLUS Highways"	means PLUS Berhad's highways i.e. North-South Expressway (NSE), New Klang Valley Expressway (NKVE), Seremban-Port Dickson Highway (SPDH), North-South Expressway Central Link (ELITE), Malaysia-Singapore Second Link (LINKEDUA), Butterworth-Kulim Expressway (BKE) and Penang Bridge (PB);
"CCM"	means Companies Commission of Malaysia;
"Supporting Document(s)"	means any official ddocuments issued by authority, including but not limited to a government gazette notification, *Warta Kerajaan*, an official letter of confirmation from a local authority, a certificate of incorporation or proof of registration with an authorised body.
"TIN"	means the Tax Identification Number (TIN) in Malaysia and is an alphanumeric identification, typically comprising 11, 12, or 13 characters for all Malaysian tax payers to include individuals, foreigners and business entities;
"Touch 'n Go RFiD Tag"	means Touch 'n Go RFiD is an electronic payment system that uses a radio frequency identification sticker also known as Touch 'n Go RFID Tag to pass through tolls. Touch 'n Go RFID Tags, have a radio frequency chip embedded and affixed to the windshield or headlights of the vehicle. As the vehicle passes through a toll, an overhead scanner reads the radiofrequency from the Touch 'n Go RFID Tag and charges the fare. The Touch 'n Go RFID Tag will be linked to Touch 'n Go eWallet from which the fare will be deducted (to be known as TNG RFiD Tag); and
"Touch 'n Go Card"	means Touch 'n Go card with enhanced New Field of Communication features used for toll, retail and public transport payment.

2. USE OF THE JUSTGO MOBILE APP

2.1 These services are provided by JustGO at its sole and absolute discretion and shall be applicable for the below: -

2.1.1 use an alternative digital payment via bank cards to pay for toll transactions at participating toll plazas that leverages on ANPR and applicable for Class 1 Vehicles only; and

2.1.2 provision of e-Invoice for toll payment transaction, subject to your prior selection of the 'Opt In' option under the e-Invoice tab for the below highways:

2.1.2.1 PLUS Highways, and

2.1.2.2 LPT2 Highways, and

2.1.2.3 LLB Highways

2.1.2.4 e-Invoice for purchases of Touch 'n Go cards at plazas and payment of toll violation charge is only available for transactions on PLUS Highways and LPT2 Highways.

(hereinafter collectively referred to as "Services").

2.2 The JustGO Mobile App is for: -

2.2.1 individuals above seventeen (17) years of age (to be referred to as "Individuals"); or

2.2.2 businesses that are registered in Malaysia (to be referred to as "Businesses"); or

2.2.3 Other entities to include government agencies (federal and state), government authorities (federal and state), local authorities and councils, statutory authority and bodies, and exempt institutions that are not registered with TIN (to be referred to as "Others").

2.3 All (to include Individuals, Businesses and Others) who wish to register for the JustGO Mobile App must agree to be bound by these T&C, as varied from time to time. The registration must be completed via JustGO Mobile App, available on Android Play store or Apple Store to access and use the Services.

3. REGISTRATION FOR JUSTGO ACCOUNT

3.1 All who wish to create an E-Account to refer below: -

3.1.1 Individuals must provide the required information on the registration page including but not limited to their name as per identification document, identification number (MyKad / MyTentera, or passport), contact number, email and other relevant personal details.

3.1.1.1 The identification document required will depend on your nationality, as follows: -

a) Malaysians must register using their MyKad / MyTentera; or

b) Non-Malaysians must register using their international passport.

3.1.2 Businesses must provide the required information on the registration page including but not limited to their business name, business registration number, business registration certificate issued by CCM, contact number, email and other relevant details.

3.1.3 Others must provide an Authorisation Letter and a Supporting Documents to confirm your identity and registration in Malaysia.

3.2 You may access the E-Account through your email address and/or mobile number and /or MyDigital ID details. For security purposes, you will be required to verify your email and/or mobile number to access the E-Account.

4. VERIFICATION STEPS (e-KYC, e-KYV and e-KYP)

4.1 eKYC

4.1.1 The identity verification (e-KYC) for individuals is where you are required to verify your personal identity with an official identification document (MyKad, MyTentera or passport), take a real-time selfie to confirm you are physically present.

4.1.2 The identity verification Business are where you are required to verify your business identity with an official identification document i.e. the Business Registration Certificate which features the 12-digit Business Registration Number; or

4.1.3 The identity verification for Others is where you are required to verify your identity with an Authorization Letter and the Supporting Documents.

4.1.4 You shall ensure that all the submissions are clear and visible and confirm that all details provided are accurate and up to date.

4.1.5 JustGO may introduce alternative methods to access the account from time to time.

4.2 e-KYV

4.2.1 The vehicle verifications are where you are required to verify your vehicle with an official documentation (Vehicle Ownership Certificate from the MYJPJ mobile application) and images of the vehicle.

4.2.2 If you are not the owner but authorised user of the vehicle, you will be required to provide the Vehicle Ownership Certificate of the vehicle supported with the owner's identification document i.e. MyKad (for vehicle owned by an individual) or Business Registration Certificate (for vehicle owned by a business) and declare you are the authorised user.

4.2.3 You may register and maintain up to ten (10) vehicles at any point in time ("Vehicles List").

4.2.4 You shall ensure that all the submissions are clear and visible and confirm that all details provided are accurate and up to date.

4.3 e-KYP

4.3.1 The payment verification is where you are required to add and validate the bank card(s) chosen for ANPR on PLUS Highways where you will be redirected to the appointed payment gateway to do so.

4.3.2 Only credit, debit or prepaid cards bearing the MyDebit. ,Mastercard, or Visa logo issued by a licensed bank in Malaysia shall be accepted.

4.3.3 An authorisation charge of RM4.00 will be applied during the registration process. This charge is imposed by the bank to ensure the card is active and authorised for use, protecting you from fraudulent activity

4.3.4 You may register up to three (3) bank cards only. You must prioritise the bank card to be used for payment in ascending order. The card listed on the top will be attempted to be charged first, in accordance with the payment priority list ("Payment Methods List").

4.4 You must update your E-Account with all the relevant Touch 'n Go card number and Touch 'n Go RFID Tag to ensure that all the related transactions are captured accurately for the Services.

4.5 When you purchase a Touch 'n Go card either at PLUS Berhad or LPT 2 Sdn Bhd's premise, you must update your E-Account with the Touch n' Go card number within thirty (30) days from the purchase date to ensure that the card transaction and all subsequent transaction are captured accurately in your e-Invoice.

4.6 You are responsible for ensuring that all personal and/or business identity details provided are accurate and up to date.

4.7 You agree to promptly update any changes to such information and will be required to perform the verification process. You acknowledge that the failure to do so may result in the suspension or termination of access to the Services.

4.8 A verification in a pending state means it requires manual approval by our Support Team. Please note that this process may take up to 72 hours.

4.9 A notification will be displayed on the home page of the JustGO Mobile App to notify you about the status of your e-KYC and e-KYV and to inform you of any actions required on your part.

4.10 You acknowledge that by completing the e-KYC, KYV and e-KYP, JustGO is authorised to use the relevant Personal Information / Data for identity verification and/or authentication purposes.

4.11 In the event of any issues with e-KYC, JustGO reserves the right to contact you for additional information and to facilitate the resolution of the matter.

4.12 Notwithstanding the successful completion of the e-KYC, e-KYV and e-KYP,JustGO may, at any time, require you to re-conduct the verification(s) for any reason whatsoever.

4.13 In the event of any issues with the e-KYC, you may contact us at contact@justgo.com.my or 03-2701 7777.

5. ANPR

5.1 To access and use the toll payment facility at participating toll plazas, you must have successfully completed these five (5) steps in your Account: -

(a) email verification;
(b) mobile number verification;
(c) e-KYC;
(d) e-KYV; and
(e) e-KYP.

5.2 For ANPR transactions, you can view them in the Transactions Tab of the E-Account. For RFID Tag transactions, you can view in their TNG e-Wallet.

5.3 This ANPR toll payment facility available at all lanes at participating toll plazas along PLUS Highways. The availability of participating toll plaza and locations may be amended, expanded or discontinue from

time to time at the discretion of JustGO. You are advised to refer to the official website www.justgo.com.my or JustGO social media accounts for the latest list of participating toll plazas and locations.

5.4 When you remove a vehicle detail in the Vehicles List and/or a bank card detail in the Payment Methods List in the JustGo Mobile App after entering the highway but before exiting, the toll payment for that journey will still be charged to the respective removed vehicle and bank card.

a. You will not be allowed to remove a vehicle or payment method if your account is suspended/blocked or locked. Kindly contact JustGO for more information.

5.5 When a toll payment cannot be charged to any of your bank cards, the payment will be marked as outstanding and your ANPR toll payment functionality will be suspended:-

(a) you will not be allowed to use JustGo Mobile App for toll payment until the outstanding payment(s) are settled; and
(b) you must refer to the Transactions Tab in the JustGo Mobile App for the outstanding toll payment and shall immediately settle such outstanding toll transactions to enable you to use JustGo Mobile App; and
(c) the system may automatically retry the payment at a later time. If the payment is successful, the outstanding amount will be deducted from your linked payment card and your account will be reactivated.

6. E-INVOICE

6.1 To receive your monthly e-Invoices summarising your applicable transactions, please ensure that:
(a) Your TIN is linked based on the identification number of your provided identification. If no TIN is Update your E-Account with your Touch 'n Go card and or RFID Tag before making any transaction or toll payments on the PLUS Highways and LPT2 Highway;
(b) Opt in by the last calendar of the month to receive your e-Invoice within the seven (7) days of the next calendar month; and
(c) You may choose to opt out at any time, in which case e-Invoice will no longer be issued to you from the date of opt-out.
(d) For individuals aged 18 years & above.

6.2 If no TIN is provided, a default public TIN will be assigned for your e-Invoice as follows: -
(a) EI00000000010 (Malaysian); or
(b) EI00000000020 (non-Malaysian) or
(c) EI00000000040 (Others).

6.3 You shall be solely responsible for ensuring that your TIN and all other required personal and transactional details provided are accurate, complete, and updated. You agree to promptly update any changes to such information and failure to do so may result in the suspension or termination of access to the Services.

6.4 In the event of any issues, discrepancies or inquiries related to e-Invoices, you may contact us contact@justgo.com.my or 03-2701 7777.

7. YOUR RESPONSIBILITY

7.1 You agree and acknowledge that by using the JustGO Mobile App, you shall always comply with the following responsibilities:

a) you shall use the JustGO Mobile App solely for its intended purpose. For the avoidance of doubt, the JustGO Mobile App is provided to you by JustGO, at its sole and absolute discretion, to facilitate the issuance of e-Invoice in Malaysia; and
b) you shall ensure that all personal information and account details provided are accurate, complete, and up to date, including but not limited to your email address, mobile number, and any additional details as may be required under Clause 3 and 4; and
c) you are required to complete and validate all mandatory requirements as stipulated under Clause 3 and 4 to access the full features and functionalities of the JustGO Mobile App; and
d) you shall download the JustGO Mobile App only from authorised and official platforms, specifically the Google Play Store and Apple App Store. Downloading the app from unverified or unofficial sources is strictly prohibited. You shall bear full responsibility for any loss or damage suffered as a result of non-compliance with this clause; and
e) you shall ensure that your mobile device remains compatible with JustGO Mobile App. You are responsible for maintaining such compatibility, especially after any upgrades or changes to the system. Additionally, you are fully responsible for securing and maintaining all equipment, software, and connectivity necessary to access and use the JustGO Mobile App, including ensuring the integrity of any data transmitted or received through your device; and
f) you shall exercise due care and diligence in the usage, maintenance, and safekeeping of your JustGO Mobile App; and
g) You shall not, under any circumstances, tamper or allow any third party to tamper with your mobile device and JustGO Mobile App, including any software or data embedded within the JustGO Mobile App. Any such interference may constitute a criminal offence. JustGO reserves the right to reject any transaction, revoke any benefit, and recover any loss or cost (including reasonable legal fees) incurred due to any unauthorised access, tampering, or modification; and
h) you shall use the the JustGO Mobile App in good faith and in strict compliance with these T&C and all applicable laws and regulations of Malaysia; and
i) you shall take all reasonable precautions to prevent any fraudulent, unauthorised, improper, or illegal use of your JustGO Mobile App. In the event of theft, loss, or suspected fraudulent activity, you must immediately notify JustGO. If instructed, you are required to lodge a police report and provide a certified true copy of the report to JustGO for further action.

8. TERMINATION & SUSPENSION

8.1 JustGO reserves the right to terminate or suspend the E-Account without notice for any of the following events:-

a) you fail to comply with these T&C; or
b) you supply any misleading information or make any misrepresentations to JustGO or to any JustGO' partners; or
c) you abuse any of the privilege accorded under the JustGO Mobile App; or
d) you engage in any fraudulent activities under the JustGO Mobile App; or
e) you are deceased or declared bankrupt; or
f) you display inappropriate behaviour towards any of JustGO and its Affiliates; or
g) your E-Account has been detected for money laundering, terrorism financing, fraudulent, illegal and other suspicious activities; or

h) if you fail to provide any additional information which JustGO may request from you from time to time; and/or
i) whenever JustGO reasonably believes that a termination of the E-Account is necessary.

9. CONSEQUENCES OF TERMINATION & SUSPENSION

9.1 JustGO shall not be liable for any loss or damage incurred by you, arising from or in connection with the termination or suspension of the Services, except as expressly provided under these T&C or as required by applicable law.

9.2 The provisions of this Clause 9 shall be without prejudice to any other rights or remedies available to JustGO under these T&C or under applicable law.

10. RIGHTS OF JustGO

a. By agreeing to register for an E-Account, JustGO reserve the rights to send marketing information about JustGO and its Affliates' goods or services marketing events, initiatives and promotions, contest, membership and rewards schemes and other promotions to you.

b. JustGO has the right at any time to add, delete, amend or modify this T&C, or any part thereof, from time to time. Such addition, deletion, amendment or modification shall be effective immediately upon notice thereof, which may be given by refers to of, including, but not limited to, posting on the JustGO Mobile App or by electronic or conventional mail, or by any other refers to by which you obtain notice thereof. You shall immediately notify us in the event that you are not agreeable to any such addition, deletion, amendment or modification, in which case we shall be entitled to terminate your E-Account. Any use of the Services by you after the issuance of such notice shall be deemed to constitute acceptance of this T&C with such addition, deletion, amendment or modification.

c. JustGO has the right at any time to change or discontinue any aspect or feature of the JustGO Mobile App and/or Services.

11. LIABILITY

a. The Services is provided strictly on an "as is" and "as available" basis. JustGO makes no warranties, express or implied, and expressly disclaims all liability in connection with the Service, including but not limited to:-

a) the availability, accessibility, reliability, timeliness, or uninterrupted operation of the Services; and
b) the accuracy, completeness, currency, sequence, or security of any data or information provided through the Services.

b. You shall be solely responsible for maintaining the confidentiality of your E-Account, login credentials, and security credentials. You shall also fully liable for all activities and consequences arising from the use or misuse of your E-Account, whether authorized by you or not. This includes any financial losses or unauthorized transactions conducted without your consent due to your negligence or fraudulent behaviour.

c. JustGO shall not be held liable to you or any third party for any direct, indirect, incidental, special, or consequential damages, including but not limited to:

a) unauthorized access to your E-Account, including hacking or theft of your login or security credentials;
b) disputes arising between you and any merchant, including those relating to product quality, merchantability, fitness for purpose, quantity, or delivery;
c) any losses arising from JustGO' lawful exercise of its rights under these T&C or due to your breach thereof.

12. INDEMNITY

a. You agree to fully indemnify and hold harmless JustGO from any claims, losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from:
   a) your use or misuse of the JustGO Mobile App, E-Account; or
   b) any breach of these T&C or other applicable terms; or
   c) any violation of laws, regulations, or third-party rights; or
   d) any unauthorized or fraudulent use of the Services.

b. You shall bear all costs and liabilities awarded against JustGO in connection with such claims, and shall provide JustGO with prompt notice, full authority to handle the matter, and reasonable assistance in defending or settling the claim at your own expense.

13. INTELLECTUAL PROPERTY

a. All trademarks and other intellectual property rights used in relation to the Services belong to JustGO.

b. You acknowledge and agree that all trademarks and other intellectual property rights relating to the Services or any part thereof, whether presented to you by JustGO or any third party are protected by copyrights, trademarks, patents or other proprietary rights and laws and all JustGO' rights therein are expressly reserved.

14. GOVERNING LAW

a. This T&C is governed by and interpreted in accordance with the laws of Malaysia and you hereby submit to the exclusive jurisdiction of the courts of Malaysia.

15. LANGUAGE

a. These T&C are also available in the Bahasa Malaysia language. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and the Bahasa Malaysia version or any other version of these T&C, the English version of these T&C shall prevail.

16. WAIVER

a. Failure to enforce at any time, any provision of this T&C shall not be construed as a waiver of any party's rights to enforce the breach of such provision or any other provision in this T&C or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this T&C.

17. ASSIGNMENT

a. You shall not assign or in any other way transfer your rights or obligations under these T&C or part thereof. JustGO may assign these T&C in whole or in part to any third party at its discretion.

18. INVALID PROVISIONS

a. If any provision of this T&C is held to be illegal, invalid or unenforceable for any reason, whether in whole or in part, such provision shall be fully severable, and this T&C shall be construed and enforced (to the extent permitted by applicable law) as if such illegal, invalid or unenforceable provision had never been a part of this T&C.

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