

Ezypay客户条款和条件 EZYPAY CUSTOMER TERMS AND CONDITIONS

本人对Ezypay直接从本人账户扣款的授权

My authority to Ezypay to direct debit my account

1. 本人授权Ezypay:

I authorise Ezypay to:

- 定期从本人账户中直接扣除委托费;
make periodic direct debits of my account for the Principal's fees;
- 定期从本人账户中直接扣除Ezypay的费用和收费, 包括:
make periodic direct debits of my account for Ezypay's fees and charges including:
 - Ezypay直接扣款服务的费用;
Ezypay's fee for the direct debit service;
 - Ezypay安全维护本人数据的费用;
Ezypay's fee for securely maintaining my data;
 - Ezypay为本人开立账户的费用;
Ezypay's fee for establishing my account;
 - 本人未能偿付定期直接扣款的Ezypay费用;
Ezypay's fee in the event that I fail to meet a periodic direct debit; and
 - 本人选择使用Ezypay预通知服务的Ezypay费用;
Ezypay's fee in the event that I choose to use Ezypay's pre-notification service.
- 依照以下各项进行定期直接扣款:
make the periodic direct debits in accordance with:
 - B部分中所述委托费用的支付安排;
the payment arrangement for the Principal's fees outlined in Section B;
 - Ezypay网站上公布的Ezypay费用和收费;
Ezypay fees and charges as published on the Ezypay website;
 - 本条款和条件; 以及
these Terms and Conditions; and
 - Ezypay和委托人之间的任何协议。
any agreement between Ezypay and the Principal.

2. 本人确认:

I acknowledge that:

Ezypay可以:

Ezypay may:

- 收取最高¥8.60的数据处理费(含商品服务税, 按季度支付)。
charge a data handling fee of up to ¥8.60 inclusive of GST payable quarterly.
- 收取数据处理费(于每年十月、一月、四月和七月每季度结束后支付)。
charge the data handling fee, payable for the quarter prior, in October, January, April and July each year.

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3. 本人将:
I will:

- 把任何存在争议的扣款项目或款项提交委托人。
refer any disputed debit item or amount to the Principal.

本人对各方身份及职责的确认:

My acknowledgment of who the parties are and what they do:

4. 本人对各方身份及职责的确认:
The Principal is:

- 本直接扣款申请表正面称为委托人的组织; 以及
the organisation referred to as Principal on the front of this Direct Debit Request Form; and
- 向本人提供商品或服务的人。
the provider of goods or services to me.

5. Ezy pay为:
Ezy pay is:

- 委托人的直接扣款代理;
the direct debit agent of the Principal;
- 从本人账户中扣款并保证本人数据安全的组织; 但是
the organisation which debits my account and keeps my data secure; but
- 并非向本人提供商品或服务的人。
not otherwise a provider of goods or services to me.

6. Ezy pay无需:
Ezy pay will not:

- 就委托人提供的商品或服务承担任何明示或暗示责任; 或者
have any express or implied liability in relation to goods or services provided by Principal; or
- 就其费用和收费对本人负有任何提供税务发票的义务。
have any obligation to provide a tax invoice to me for its fees and charges.

7. 以下各方之间另行订立有协议:
There are separate Agreements between:

- Ezy pay 和本人 (如本文件所载);
Ezy pay and me (recorded in this document);
- 委托人和本人; 以及
the Principal and me; and
- 委托人和 Ezy pay。
the Principal and Ezy pay.

The small print....

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本人对Ezypay可终止本直接扣款授权的情形确认

My acknowledgment of when Ezypay may terminate this Direct Debit Authority

8. Ezypay可以:

Ezypay may:

- 随时通过邮件或电子邮件发送书面通知终止本直接扣款授权，并停止提供直接扣款服务。
terminate this Direct Debit Authority and cease to provide the direct debit service at any time by written notice sent by mail or email.

本人对本人可终止本直接扣款授权的情形及后果确认

My acknowledgment of when I may terminate this Direct Debit Authority and what may happen.

9. 本人可以:

I may:

- 通过提前七（7）天向Ezypay提供书面通知，终止本直接扣款授权。
terminate this Direct Debit Authority by providing seven (7) days written notice to Ezypay.

10. 如本人发出通知终止本直接扣款授权,

If I give notice to terminate this Direct Debit Authority,

Ezypay可以:

Ezypay may:

- 在七（7）天通知期内令任何定期直接扣款到期应付。
make any periodic direct debits due within the seven (7) days notice period.

11. 如直接扣款授权被任何一方终止,

If a Direct Debit Authority is terminated by either party,

- 本人与委托人之间的任何合同、协议或付款义务将不受影响。
any contracts, agreements or payment obligations I have with the Principal will not be affected.

本人对变更委托人费用的定期直接扣款金额的授权

My authority for the amount of the periodic direct debits of the Principal's fees to be varied

12. 本人授权委托人:

I authorise the Principal to:

- 不时变更其费用的定期直接扣款的金额、频率和日期；并且
vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
- 依照本人与委托人之间的协议变更其费用的定期直接扣款；
vary the periodic direct debits of its fees in accordance with my agreement with the Principal;

前提是:

Provided that:

- 委托人尽了合理努力及时提前通知本人。
the Principal makes reasonable attempts to provide prior notice to me. |

13. 本人授权Ezypay:

I authorise Ezypay to:

- 按照委托人的指示，不时变更委托人费用的定期直接扣款的金额、频率和日期；
vary the amount, frequency and date of the periodic direct debits of the Principal's fees from time to time if instructed by the Principal;

前提是:

Provided that:

- Ezypay 不知悉委托人未尽合理努力提前通知本人；并且
Ezypay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me; and
- Ezypay 不知悉该等变更并未依照本人与委托人之间的协议。
Ezypay is not on notice that the variation is not otherwise in accordance with my agreement with the Principal.

本人对变更定期直接扣款金额后果的确认

My acknowledgement of what may happen if the amount of the periodic direct debit is varied

14. 如Ezypay遵循本条款和条件变更定期直接扣款的金额，

If Ezypay, in compliance with these Terms and Conditions, varies the amount of the periodic direct debit,

- Ezypay的该等行为将无需签署协议；并且
Ezypay will do so without requiring a signed agreement; and
- Ezypay的该等行为也不需要新的直接扣款申请表。
Ezypay will do so without requiring a new Direct Debit Request Form.

本人对可变更本条款和条件的情形的确认

My acknowledgement of when these Terms and Conditions may be varied

15. Ezypay可以:

Ezypay may:

- 通过在其网站上发布新的版本变更本条款和条件。
vary these Terms and Conditions by posting a new version on its website.

16. Ezypay不可以:

Ezypay will not:

- 在其网站之外通知修订的条款和条件；或者
notify the amended Terms and Conditions other than on its website; or
- 使用此方法变更定期直接扣款的金额。
use this method to vary the amount of the periodic direct debits.

17. 本人将:

I will:

- 不时查看Ezypay网站中对本条款和条件的变更。
check Ezypay's website from time to time for variations to these Terms and Conditions.

The small print....

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**18. 在以下情况下，任何修订的条款和条件将适用于Ezypay及本人：
Any amended Terms and Conditions will apply to Ezypay and I if:**

- Ezypay在其网站上发布修订的版本；
Ezypay posts the amended version on its website;
- 发布14天后，本人未提出异议；并且
14 days after posting, I have not objected; and
- 发布14天后，本人未终止直接扣款授权。
14 days after posting, I have not terminated the Direct Debit Authority.

本人就本人对定期直接扣款责任的确认

My acknowledgment of my responsibility in relation to periodic direct debits

19. 本人必须：

I must:

- 告知Ezypay或委托人本人账户的任何变化；
inform Ezypay or the Principal of any changes to my account;
- 告知Ezypay或委托人本人联系信息的任何变化；
inform Ezypay or the Principal of any changes to my contact details;
- 实施所有合理必要的行为，以依照本条款和条件为本人账户的定期直接扣款提供便利；
do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions;
- 为定期直接扣款准备好合适的账户；并且
have a suitable account available for the periodic direct debits; and
- 为定期直接扣款在本人账户中存放充足的资金。
have sufficient funds available in my account for the periodic direct debits.

The small print....

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本人对本人没有充足资金后果的确认

My acknowledgment of what may happen if I have insufficient funds

20. 如本人账户中没有充足的资金供定期直接扣款，且本人与委托人或Ezypay之间没有真实的争议，
If I do not have sufficient funds in my account for the periodic direct debits and I do not have a genuine dispute with the Principal or Ezypay,

Ezypay可以:

Ezypay may:

- 就每笔不成功的扣款向本人收取付款失败费;
charge me a failed payment fee for each unsuccessful debit;
- 以Ezypay网站上公布的费率不时向本人收取付款失败费;
charge me the failed payment fee at the rate published on the Ezypay website from time to time;
- 即使本人已被本人的金融机构收取费用，仍向本人收取付款失败费;
charge me the failed payment fee even though I have also been charged a fee by my financial institution;
- 向本人收取收款费用;
charge me collection fees;
- 向本人收取律师费; 以及
charge me legal fees; and
- 与委托人共同实施重新扣款措施，以收回任何未支付款项。
in conjunction with the Principal, implement re-debit measures to recover any outstanding amounts.

21. Ezypay无需:

Ezypay will not:

- 对因本人账户中资金不足而产生的任何费用或收费承担责任; 或者
be liable for any fees or charges which arise because I had insufficient funds in my account; or
- 对因本人账户中资金不足而产生的任何费用或收费承担责任; 或者
provide any information or explanation regarding unsuccessful debits of my account.

22. 本人必须:

I must:

- 将关于本人账户扣款不成功的任何征询转至本人的金融机构。
direct any enquiries about unsuccessful debits of my account to my financial institution.

本人对于本人主张退款后果的确认

My acknowledgment of what may happen if I claim a refund

23. 如本人主张退款，
If I claim a refund,

- Ezypay将无任何义务进行支付;
Ezypay will not be under any obligation to pay it;
- 但是，Ezypay将依照其自身的退款政策行事。
however, Ezypay will conduct itself in accordance with its Refund Policy.

因外部因素对扣款金额的变更

Variations to debit amounts due to external factors

本人对可能发生延迟情形的确认

My acknowledgment of when a delay might occur

24. 如有以下情形，定期直接扣款的处理过程中可能发生延迟：

A delay may occur in the processing of a periodic direct debit if:

- 付款应直接入账当日或之后一日为公休假日或银行假日；
there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- 付款于非银行工作日收到，或者于银行工作日正常营业结束后收到；
a payment is received either on a day which is not a banking business day or after the normal close of business on a banking business day;
- Ezy pay未于首笔到期的定期直接扣款之前及时收到直接扣款申请表，以处理该申请；
Ezy pay does not receive the Direct Debit Request Form in time to process the request prior to the first due periodic direct debit;
- Ezy pay未于下一笔到期的定期直接扣款之前及时收到变更申请，以处理该申请；
Ezy pay does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- 直接扣款申请表或任何申请的变更提供的信息不完整、不正确、不合法，
information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or,
- 或者因其他任何原因，令Ezy pay无法及时处理信息；
for any other reason, does not allow Ezy pay to process the information promptly;
- 本人未尽到在本人账户中保留充足资金的责任；或者
I do not meet my responsibility to have sufficient funds available in my account;
- 存在技术故障或技术困难。
there are failures or difficulties with technology.

本人对于Ezy pay就定期直接扣款的变更可采取和无需采取的行动的确认

My acknowledgment of what Ezy pay will and will not do in relation to variations with periodic direct debits

25. Ezy pay可以：

Ezy pay will:

- 尽其合理努力以将定期直接扣款受汇率波动影响的任何金额差异降至最低；并且
make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and
- 尽其合理努力以将定期直接扣款受其控制之内因素影响的任何金额差异降至最低。
make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

26. 对于因以下原因造成的定期直接扣款差额或不足，Ezypay将不负责或承担责任：

Ezypay will not be responsible or liable for any variance to or shortfall to debit amounts of periodic direct debits caused by:

- 汇率波动；
exchange rate fluctuations;
- 上述延迟情形；
delay as referred to above;
- Ezypay控制之外的外部因素；
external factors beyond the control of Ezypay;
- 定期直接扣款由Ezypay的发起金额机构处理之日；或者
the date on which a periodic direct debit is processed by Ezypay's Sponsoring financial institution; or
- 定期直接扣款申请和处理的时机。
the timing of when a periodic direct debit is requested and processed.

27. 对于因以下原因造成的本人账户直接扣款中的任何错误，Ezypay将不承担责任：

Ezypay will not be liable for any faults in the direct debiting of my account caused by:

- 欺诈活动；
fraudulent activity;
- 破坏安全的黑客行为；
security hacking;
- 环境灾难；
environmental disasters;
- Ezypay所使用技术系统的故障；
failure of technology systems used by Ezypay;
- Ezypay用于直接扣款的技术系统的任何故障；
any fault in the technology systems used by Ezypay for direct debiting;
- Ezypay用于促进直接扣款的技术系统所造成的任何延迟或中断；
any delay or interruption caused by the technology systems used by Ezypay to facilitate direct debiting; or
- 但该等错误因Ezypay自身过失行为或不作为产生的除外。
except where such faults arise from Ezypay's own negligent acts or omissions.

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本人对Ezypay与本人联络的授权:

My authority for Ezypay to communicate with me:

28. 本人授权Ezypay为下列事项与本人联络:

I authorise Ezypay to communicate with me to:

- 验证和确认本人身份;
validate and confirm my identify;
- 验证和确认本人的银行账户信息;
validate and confirm my bank account details;
- 验证和确认本人对于定期直接扣款的授权;
validate and confirm my authority for periodic direct debits;
- 协助委托人维护及推广其产品; 以及
assist the Principal to service and promote its products; and
- 推广第三方产品。
promote third party products.

Ezypay可以:

Ezypay may:

- 在其网站上提供特定的客户通道;
provide specific customer access on its website;
- 通过所有其他可用方式与本人联络;
communicate with me by all other available means;
- 在其网站上发布相关和不相关产品的广告;
advertise related and unrelated products on its website;
- 通知本人与其直接扣款服务及其他相关金额服务产品相关的产品、服务或特价优惠;
inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;
- 告知本人第三方产品相关的产品、服务或特价优惠, 不论其与Ezypay服务是否相关; 并且
inform me of products, services or special offers for third party products whether related to Ezypay services or not; and
- 在Ezypay与委托人之间的协议终止时通知本人。
notify me in the event of termination of the agreement between Ezypay and the Principal.

本人对Ezypay的免责和赔偿保障

My release and indemnity to Ezypay

29. 本人就以下事项免除Ezypay的责任并对其进行赔偿保障:

I release and indemnify Ezypay in respect of:

- 依照本条款和条件, 本人作出的任何付款, 或者Ezypay对本人账户的任何直接扣款;
any payment made by me or any direct debit of my account made by Ezypay pursuant to these Terms and Conditions;
- 直接扣款申请表和本条款和条件中规定的事项及依其进行的付款;
the matters set out and payments made in accordance with the Direct Debit Request Form and these Terms and Conditions;
- 本人、委托人、委托人的任何特许人或者任何第三方可能就本人依照本条款和条件及直接扣款申请表进行的付款提出的任何主张;
any claim I, or the Principal or any franchisor of the Principal or any third party may have in relation to the payments made by me pursuant to these Terms and Conditions and the Direct Debit Request Form;
- 尽管本人账户已由Ezypay扣款, 委托人未能提供或中断提供服务给本人的任何情形; 以及
any situation where, despite my account being debited by Ezypay, the Principal fails to provide or suspends the provision of services to me; and
- 但因Ezypay自身欺诈或过失行为或者不作为产生的损失或损害除外。
except where loss or damage arises due to Ezypay's own negligent acts or omissions.

本人对 Ezypay 维护本人账户及处理本人个人数据的授权:

My authority to Ezypay to service my account and process my personal data:

30. 本人了解并确认, Ezypay可能出于与履行本条款和条件相关之目的及其他合法商业目的收集和处埋本人的个人数据。Ezypay将从直接扣款申请表或Ezypay认为适合的该等其他来源获取本人的个人数据。“个人数据”一词应具有《马来西亚个人数据保护法》第4款所述的含义。

I acknowledge and understand that my personal data may be collected and processed by Ezypay for purposes related to the performance of these Terms and Conditions and other legitimate business purposes. My personal data will be obtained by Ezypay from the Direct Debit Request Form or such other sources which Ezypay may see fit from time to time. The term "personal data" shall have the meaning set out in Section 4 of the Malaysian Personal Data Protection Act 2010.

31. 本人了解, 通过电子邮件 (asia.help@ezypay.com) 联系Ezypay的数据隐私官,本人有权访问并修改本人的个人数据, 并限制Ezypay处理本人个人数据的方式, 或者Ezypay所处理信息的种类。如本人选择撤回对于 (除出于强制性目的之外) 处理本人个人数据的同意, Ezypay可能无法向本人提供对于本条款和条件的全方位履行。如有需要, Ezypay将在必要时通过电子邮件或电话与本人联系。

I understand that I have the right to access and modify my personal data and to limit the manner in which Ezypay processes my personal data or the types of information processed by Ezypay by contacting Ezypay's Data Privacy Officer via e-mail to asia.help@ezypay.com. In the event that I elect to withdraw consent to the processing of my personal data (save for the purposes that are obligatory), Ezypay may not be able to provide me with the full range of performance of these Terms and Conditions. Ezypay will contact me, if needed, through e-mail or by telephone whenever necessary.

32. 本人授权Ezypay:

I authorise Ezypay to:

- 为上述目的处理本人的个人数据;
process my personal data for the purposes as described above;
- 与本人的金融机构核验本人的账户信息;
verify the details of my account with my financial institution;
- 披露本人的个人信息以协助债务催收机构收回任何本人拖欠的任何款项; 并且
release personal data about me to assist a debt collection agency to recover any outstanding payment from me; and
- 披露本人金融机构就错误或非法扣款而合理要求的该等个人数据。
release such personal data as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

33. 本人授权本人的金融机构:

I authorise my financial institution to:

- 向Ezypay披露Ezypay核验本人账户信息所必需的该等信息。
release such information to Ezypay as is necessary to allow Ezypay to verify my bank account details.

34. 我们双方均确认:

We both acknowledge that:

- 如此处任何条款和条件或其任何部分违法或失效, 则仅有该等条款和条件或其该等部分无效, 剩余部分将继续完全有效;
if any of these Terms and Conditions or any part of them is illegal or invalid, then only those terms and conditions or that part of them will be void and the remainder will remain in full force and effect;
- 本条款和条件受马来西亚法律管辖; 并且
these Terms and Conditions are governed by the laws of Malaysia; and
- 我们双方将在无法通过任何其他争议解决方式解决的情况下, 提交马来西亚法院解决任何争议。
we will both, failing any alternative dispute resolution attempts, go to the Courts of Malaysia for resolution of any dispute.

本人确认ICONNECT360 SDN BHD 906629-A隐私政策及退款政策可在<http://www.ezypay.com>上找到。

I acknowledge that the ICONNECT360 SDN BHD 906629-A Privacy Policy and Refund Policy can be found at www.ezypay.com.

The small print....

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我司的联系信息如下。

Our contact details are as below.

公司名称 Company Name	ICONNECT360 SDN BHD (906629-A)
网站 Website	www.ezypay.com
地址 Address	Level 14, Vista Tower, The Intermark, No. 348 Jalan Tun Razak 50400 Kuala Lumpur Malaysia
客户支持 Customer Support	asia.help@ezypay.com
销售 Sales	hello@ezypay.com

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