

### EZYPAY 客戶條款及條件 EZYPAY CUSTOMER TERMS AND CONDITIONS

#### 本人對 Ezy pay 直接自本人帳戶扣款之授權

#### My authority to Ezy pay to direct debit my account

##### 1. 本人授權 Ezy pay 得:

##### I authorise Ezy pay to:

- 為委託人之費用自本人帳戶進行定期直接扣款;  
make periodic direct debits of my account for the Principal's fees;
- 為 Ezy pay 之各項費用自本人帳戶進行定期直接扣款, 包含:  
make periodic direct debits of my account for Ezy pay's fees and charges including:
  - 直接扣款服務之 Ezy pay 費用;  
Ezy pay's fee for the direct debit service;
  - 安全保護本人資料之 Ezy pay 費用;  
Ezy pay's fee for securely maintaining my data;
  - 建立本人帳戶之 Ezy pay 費用;  
Ezy pay's fee for establishing my account;
  - 於本人未能定期直接扣款時之 Ezy pay 費用;  
Ezy pay's fee in the event that I fail to meet a periodic direct debit; and
  - 於本人選擇使用 Ezy pay 預先通知服務時之 Ezy pay 費用;  
Ezy pay's fee in the event that I choose to use Ezy pay's pre-notification service.
- 按照下列各項規定進行定期直接扣款:  
make the periodic direct debits in accordance with:
  - 為略述於 B 節之委託人費用之付款安排;  
the payment arrangement for the Principal's fees outlined in Section B;
  - 當公布於 Ezy pay 網站時之 Ezy pay 費用;  
Ezy pay fees and charges as published on the Ezy pay website;
  - 本條款與條件; 及  
these Terms and Conditions; and
  - 任何 Ezy pay 與委託人之間之協議。  
any agreement between Ezy pay and the Principal.

##### 2. 本人確定:

##### I acknowledge that:

##### Ezy pay 得:

##### Ezy pay may:

- 收取最高達 42.24 圓之資料處理費用, 包含每季繳交之商品及服務稅  
charge a data handling fee of up to TWD 42.24 inclusive of GST payable quarterly.

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- 於每年十月、一月、四月及七月前收取該季之資料處理費用。  
charge the data handling fee, payable for the quarter prior, in October, January, April and July each year.

**3. 本人將：**  
I will:

- 提交對委託人之任何爭議扣款項目或金額。  
refer any disputed debit item or amount to the Principal.

本人對於當事人及其作為之了解為：

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

**4. 委託人為：**  
The Principal is:

- 在本直接扣款申請表前指為委託人之組織；及  
the organisation referred to as Principal on the front of this Direct Debit Request Form; and
- 向本人提供貨物或服務之人。  
the provider of goods or services to me.

**5. Ezy pay 為：**  
Ezy pay is:

- 委託人直接扣款之代理人；並非向本人提供貨物或服務之人。  
the direct debit agent of the Principal;
- 向本人帳戶扣款並維持本人資料安全之組織；但  
the organisation which debits my account and keeps my data secure; but
- 並非向本人提供貨物或服務之人。  
not otherwise a provider of goods or services to me.

**6. Ezy pay 將不：**  
Ezy pay will not:

- 對關於由委託人提供之貨品或服務承擔任何明示或默示責任；或  
have any express or implied liability in relation to goods or services provided by Principal; or
- 就其各項費用對本人負開立稅務發票之義務。  
have any obligation to provide a tax invoice to me for its fees and charges.

**7. 下列當事人之間為個別獨立契約：**  
There are separate Agreements between:

- Ezy pay 與本人之間（由本文件記錄）；  
Ezy pay and me (recorded in this document);
- 委託人與本人之間；及  
the Principal and me; and
- 委託人與 Ezy pay 之間。  
the Principal and Ezy pay.

本人對 Ezy pay 何時得終止本直接扣款授權之確定

My acknowledgment of when Ezy pay may terminate this Direct Debit Authority

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### 8. Ezy pay 得:

Ezy pay may:

- 隨時藉郵件或電子郵件發送書面通知終止本直接扣款授權，並停止提供直接扣款服務。  
terminate this Direct Debit Authority and cease to provide the direct debit service at any time by written notice sent by mail or email.

本人對本人可終止本直接扣款授權的情形及後果的確定

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

### 9. 本人得:

I may:

- 藉由向 Ezy pay 提供提前七 (7) 天之書面通知，終止本直接扣款授權。  
terminate this Direct Debit Authority by providing seven (7) days written notice to Ezy pay.

### 10. 如本人發出通知終止本直接扣款授權，

If I give notice to terminate this Direct Debit Authority,

Ezy pay 得:

Ezy pay may:

- 在七 (7) 天通知期間內進行任何到期之定期直接扣款。  
make any periodic direct debits due within the seven (7) days notice period.

### 11. 如直接扣款授權由任何一方終止，

If a Direct Debit Authority is terminated by either party,

- 本人與委託人之間的任何契約，協議或付款義務均不受影響。  
any contracts, agreements or payment obligations I have with the Principal will not be affected.

本人對變更委託人費用之定期直接扣款金額之授權

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

### 12. 本人授權委託人:

I authorise the Principal to:

- 隨時變更其費用定期直接扣款之金額，頻率及日期；並  
vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
- 依照本人與委託人之間的協議變更其費用之定期直接扣款。  
vary the periodic direct debits of its fees in accordance with my agreement with the Principal;

倘若:

Provided that:

- 委託人合理嘗試及時提前通知本人。  
the Principal makes reasonable attempts to provide prior notice to me.

### 13. 本人授權 Ezy pay 得:

I authorise Ezy pay to:

- 按照委託人的指示，隨時變更委託人費用定期直接扣款之金額、頻率及日期；  
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;

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倘若:

Provided that:

- Ezipay 並不知悉委託人未合理嘗試提前通知本人; 且  
Ezipay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me; and
- Ezipay 並不知悉該等變更並未依照本人與委託人之間之協議。  
Ezipay is not on notice that the variation is not otherwise in accordance with my agreement with the Principal.

本人對變更定期直接扣款金額後果之確定

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

14. 如 Ezipay 按照本條款與條件變更定期直接扣款之金額,  
If Ezipay, in compliance with these Terms and Conditions, varies the amount of the periodic direct debit,

- Ezipay 之該等行為毋需簽署協議; 且  
Ezipay will do so without requiring a signed agreement; and
- Ezipay 之該等行為毋需另填直接扣款申請表。  
Ezipay will do so without requiring a new Direct Debit Request Form.

本人對本條款與條件可能變更情形之確定

My acknowledgement of when these Terms and Conditions may be varied

15. Ezipay 得:

Ezipay may:

- 在其網站公布其新版本之方式變更本條款與條件。  
vary these Terms and Conditions by posting a new version on its website.

16. Ezipay 將不:

Ezipay will not:

- 在其網站以外通知修訂後之本條款與條件; 或  
notify the amended Terms and Conditions other than on its website; or
- 以此方法變更定期直接扣款之金額。  
use this method to vary the amount of the periodic direct debits.

17. 本人將:

I will:

- 隨時查看 Ezipay 網站中對本條款與條件之變更。  
check Ezipay's website from time to time for variations to these Terms and Conditions.

18. 任何修訂後之本條款與條件將適用於 Ezipay 與本人之間, 如:

Any amended Terms and Conditions will apply to Ezipay and I if:

- Ezipay 在其網站公布修訂後之版本;  
Ezipay posts the amended version on its website;
- 公布後 14 天內本人並未提出異議; 且  
14 days after posting, I have not objected; and

- 公布後 14 天內本人並未終止直接扣款授權。  
14 days after posting, I have not terminated the Direct Debit Authority.

### 本人就本人對定期直接扣款責任之確定

#### My acknowledgment of my responsibility in relation to periodic direct debits

##### 19. 本人必須:

###### I must:

- 通知 Ezy pay 或委託人關於本人帳戶之任何變更;  
inform Ezy pay or the Principal of any changes to my account;
- 通知 Ezy pay 或委託人關於本人聯絡資訊之任何變更;  
inform Ezy pay or the Principal of any changes to my contact details;
- 以依照本條款與條件之方式, 為便利本人帳戶之定期直接扣款, 實施所有合理必要之行為;  
do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions;
- 具備適於定期直接扣款之帳戶; 及  
have a suitable account available for the periodic direct debits; and
- 在本人帳戶中存放充足之資金以供定期直接扣款。  
have sufficient funds available in my account for the periodic direct debits.

### 本人就本人無充足資金後果之確定

#### My acknowledgment of what may happen if I have insufficient funds

##### 20. 如本人在帳戶內並無充足資金以供定期直接扣款且本人與委託人或 Ezy pay 間並無實質爭議,

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 Ezy pay,

###### Ezy pay 得:

###### Ezy pay may:

- 向本人就每次失敗之扣款收取扣款失敗費用;  
charge me a failed payment fee for each unsuccessful debit;
- 向本人按隨時公布於 Ezy pay 網站之費率收取扣款失敗費用;  
charge me the failed payment fee at the rate published on the Ezy pay website from time to time;
- 縱使本人亦經本人金融機構收取費用, 向本人收取扣款失敗費用;  
charge me the failed payment fee even though I have also been charged a fee by my financial institution;
- 向本人收取收款費用;  
charge me collection fees;
- 向本人收取律師費; 及  
charge me legal fees; and
- 與委託人共同實施重新扣款措施, 以收回任何未支付款項。  
in conjunction with the Principal, implement re-debit measures to recover any outstanding amounts.

##### 21. Ezy pay 將不:

###### Ezy pay will not:

- 對因本人帳戶內資金不足而產生的任何各項費用負任何責任；或  
be liable for any fees or charges which arise because I had insufficient funds in my account; or
- 對於本人帳戶未能成功扣款提供任何資訊或解釋。  
provide any information or explanation regarding unsuccessful debits of my account.

**22. 本人必須：  
I must:**

- 將關於未能在本人帳戶內扣款成功的任何詢問轉至本人之金融機構。  
direct any enquiries about unsuccessful debits of my account to my financial institution.

**本人就本人要求退費後果之確定**

**My acknowledgment of what may happen if I claim a refund**

**23. 如本人要求退費，  
If I claim a refund,**

- Ezy pay 將無任何義務進行支付；  
Ezy pay will not be under any obligation to pay it;
- 然而，Ezy pay 將按其退費政策行事。  
however, Ezy pay will conduct itself in accordance with its Refund Policy.

**因外部因素而變更扣款金額**

**Variations to debit amounts due to external factors**

**本人對可能發生延遲情形之確定**

**My acknowledgment of when a delay might occur**

**24. 如有以下情形，定期直接扣款之過程可能發生延遲：**

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

- 付款應直接入帳當日或次日為國定假日或銀行休假；  
there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- 於非銀行營業日，或於銀行營業日正常營業結束後收到付款；  
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 並未於首筆定期直接扣款到期之前及時收到直接扣款申請表；  
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 並未於下次定期直接扣款到期之前及時收到直接扣款申請表；  
Ezy pay does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- 直接扣款申請表或任何申請的變更而提供之資訊為不完整、不正確、不合法或，  
information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or,
- 因任何其他理由，令 Ezy pay 無法即時處理該資訊；  
for any other reason, does not allow Ezy pay to process the information promptly;

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- 本人並未履行在本人帳戶內具備充足資金之責任;  
I do not meet my responsibility to have sufficient funds available in my account;
- 存在技術故障或技術障礙。  
there are failures or difficulties with technology.

本人對於 Ezy pay 就定期直接扣款之變更，得進行與不得進行之行為之確定

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

### 25. Ezy pay 得:

**Ezy pay will:**

- 盡其合理努力，將定期直接扣款受匯率波動影響之任何金額差異降至最低；及  
make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and
- 盡其合理努力，將定期直接扣款受其可控制因素影響之任何金額差異降至最低。  
make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

### 26. 對於因以下原因造成之定期直接扣款差額或不足，Ezy pay 將不負責或承擔責任:

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

- 匯率波動;  
exchange rate fluctuations;
- 涉及上述之延遲;  
delay as referred to above;
- 非 Ezy pay 可控之外部因素;  
external factors beyond the control of Ezy pay;
- 係由 Ezy pay 之贊助金融機構進行定期直接扣款之日；或  
the date on which a periodic direct debit is processed by Ezy pay's Sponsoring financial institution; or
- 申請及處理定期直接扣款之時機。  
the timing of when a periodic direct debit is requested and processed.

### 27. Ezy pay 將不對因以下原因造成於本人帳戶直接扣款中之任何錯誤承擔責任:

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

- 詐欺活動;  
fraudulent activity;
- 駭客入侵電腦行為;  
security hacking;
- 環境災難;  
environmental disasters;
- Ezy pay 所使用之技術系統之故障;  
failure of technology systems used by Ezy pay;

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- 任何 Ezy pay 用於直接扣款之技術系統所造成之故障；  
any fault in the technology systems used by Ezy pay for direct debiting;
- 任何 Ezy pay 用於促進直接扣款之技術系統所造成之延遲或中斷；或  
any delay or interruption caused by the technology systems used by Ezy pay to facilitate direct debiting; or
- 除非該等失誤出於 Ezy pay 本身之疏忽或懈怠。  
except where such faults arise from Ezy pay's own negligent acts or omissions.

**本人對於 Ezy pay 與本人溝通之授權：**

**My authority for Ezy pay to communicate with me:**

**28. 本人授權 Ezy pay 得與本人溝通下列事項：**

**I authorise Ezy pay to communicate with me to:**

- 驗證並確認本人身分；  
validate and confirm my identify;
- 驗證並確認本人銀行帳戶資料；  
validate and confirm my bank account details;
- 驗證並確認本人定期直接扣款之授權；  
validate and confirm my authority for periodic direct debits;
- 協助委託人服務及推廣其產品；及  
assist the Principal to service and promote its products; and
- 推廣第三方產品。  
promote third party products.

**Ezy pay 得：**

**Ezy pay may:**

- 於其網站提供特定之顧客通路；  
provide specific customer access on its website;
- 以所有其他可用方法與本人溝通；  
communicate with me by all other available means;
- 於其網站廣告相關及不相關產品；  
advertise related and unrelated products on its website;
- 通知本人與其直接扣款服務及其他相關金融服務產品相關之產品、服務或特價優惠；  
inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;
- 通知本人與第三方之產品相關之產品、服務或特價優惠，無論其是否與 Ezy pay 之服務相關；及  
inform me of products, services or special offers for third party products whether related to Ezy pay services or not; and
- 於 Ezy pay 與委託人間之協議終止時通知本人。  
notify me in the event of termination of the agreement between Ezy pay and the Principal.



本人對於 Ezy pay 之免除責任及賠償義務

**My release and indemnity to Ezy pay**

**29. 本人免除並賠償 Ezy pay 關於下列事項之責任:**

**I release and indemnify Ezy pay in respect of:**

- 以依照本條款與條件之方式而由本人所支付之任何款項或由 Ezy pay 進行對本人帳戶之任何直接扣款;  
any payment made by me or any direct debit of my account made by Ezy pay pursuant to these Terms and Conditions;
- 依照直接扣款申請表及本條款與條件中規定的事項及依其進行之付款;  
the matters set out and payments made in accordance with the Direct Debit Request Form and these Terms and Conditions;
- 任何本人、委託人、委託人之特許經營商或任何第三方可能就本人依照本條款與條件及直接扣款申請表進行之付款提出之索償;  
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;
- 儘管本人帳戶已由 Ezy pay 扣款, 委託人未能提供或中斷提供服務予本人之任何情形; 及  
any situation where, despite my account being debited by Ezy pay, the Principal fails to provide or suspends the provision of services to me; and
- 除非該等損失或損害出於 Ezy pay 本身之疏忽或懈怠。  
except where loss or damage arises due to Ezy pay's own negligent acts or omissions.

本人對 Ezy pay 維護本人帳戶及處理本人個人資料之授權:

**My authority to Ezy pay to service my account and process my personal data:**

**30. 本人了解並確定, Ezy pay 可能基於與履行本條款與條件相關之目的及其他合法商業目的收集和處理本人之個人資料。Ezy pay 將隨時自直接扣款申請表或 Ezy pay 認為適合的該等其他來源獲取本人的個人資料。「個人資料」一詞應具有 2010 年馬來西亞個人資料保護法第 4 節所述的含義。**

**I acknowledge and understand that my personal data may be collected and processed by Ezy pay for purposes related to the performance of these Terms and Conditions and other legitimate business purposes. My personal data will be obtained by Ezy pay from the Direct Debit Request Form or such other sources which Ezy pay 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. 本人了解本人有權以電話或電子郵件, 藉由聯絡 Ezy pay 資料隱私處理人員, 而進入並修改本人個人資料並限制 Ezy pay 處理本人個人資料或由 Ezy pay 處理之資料種類, 電子郵件為: asia.cs@ezypay.com. 如本人選擇撤回對於 (除出於強制性目的之外) 處理本人個人數據的同意, Ezy pay 可能無法向本人完全履行本條款與條件。如有必要, Ezy pay 將在必要時透過電子郵件或電話與本人聯絡。**

**I understand that I have the right to access and modify my personal data and to limit the manner in which Ezy pay processes my personal data or the types of information processed by Ezy pay by contacting Ezy pay'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), Ezy pay may not be able to provide me with the full range of performance of these Terms and Conditions. Ezy pay will contact me, if needed, through e-mail or by telephone whenever necessary.**

**32. 本人授權 Ezy pay 得:**

**I authorise Ezy pay to:**

- 為上述目的處理本人之個人資料;  
process my personal data for the purposes as described above;
- 與本人之金融機構查驗本人之帳戶資料;  
verify the details of my account with my financial institution;

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- 揭露本人之個人資料以協助債務催收機構收回本人積欠之任何款項；及  
release personal data about me to assist a debt collection agency to recover any outstanding payment from me; and
- 向本人之金融機構按其合理要求就任何不正確或錯誤扣款揭露該等個人資料。  
release such personal data as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

### 33. 本人授權本人之金融機構得：

I authorise my financial institution to:

- 向 Ezy pay 揭露 Ezy pay 查驗本人帳戶資料所必須之該等資料。  
release such information to Ezy pay as is necessary to allow Ezy pay to verify my bank account details.

### 34. 雙方當事人均確定：

We both acknowledge that:

- 如本條款與條件之任何條款或部分為不合法或失效，則僅該本條款與條件之條款或該部分為無效，其餘部分均應維持完整效力及效果；  
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;
- 本條款與條件由馬來西亞法律所管轄；並  
these Terms and Conditions are governed by the laws of Malaysia; and
- 雙方當事人將，於嘗試藉由其他方式而無法解決爭議之情況下，向馬來西亞法院尋求解決任何爭議之方法。  
we will both, failing any alternative dispute resolution attempts, go to the Courts of Malaysia for resolution of any dispute.

本人確定 ICONNECT360 SDN BHD 906629-A 隱私權政策及退費政策可於 [www.ezypay.com](http://www.ezypay.com) 查得。

I acknowledge that the ICONNECT360 SDN BHD 906629-A Privacy Policy and Refund Policy can be found at [www.ezypay.com](http://www.ezypay.com).

我方聯絡資料如下方所示。

Our contact details are as below.

公司名稱 Company Name	ICONNECT360 SDN BHD (906629-A)
網站 Website	<a href="http://www.ezypay.com">www.ezypay.com</a>
地址 Address	Level 14, Vista Tower, The Intermark, No. 348 Jalan Tun Razak 50400 Kuala Lumpur Malaysia
客戶服務部 Customer Support	<a href="mailto:asia.help@ezypay.com">asia.help@ezypay.com</a>
業務部 Sales	<a href="mailto:hello@ezypay.com">hello@ezypay.com</a>