



du-itBiz User

BUYER

(SME/MSME/Individual)

GENERAL TERMS AND CONDITIONS

1.0 DEFINITION

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- a) “du-itBiz User” means registered small medium enterprise (SME), Micro-SME (MSME) or individual person(s) having commerce transactions and account with du-it.
- b) “Account” means account containing details including within the du-it platform specifically for use by a Company;
- c) “App” means the software application named as “du-it” or such other name as may be determined by DuitTech International Sdn Bhd from time to time which is downloaded unto the mobile device;
- d) “Business Day” means a day in which banks and financial institutions are open for business in Malaysia;
- e) “Charge” means a day that may be imposed by du-it on the user as a result of the failure to comply with du-itBiz User obligations, including Account Maintenance Fee.;
- f) “Confidential Information” means all information, including personal data, relating to du-itBiz User that du-itBiz User provide to du-it;
- g) “du-it” means DuitTech International Sdn Bhd (Company No. 202101014704 [1415004A]);
- h) “du-it” with its operational office at 51-5, The Boulevard Offices, Lingkaran Syed Putra, Midvalley City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.
- i) "du-it User Account Number" means the virtual membership number issued to the Members' in the App;
- j) “Electronic Equipment” means the equipment provided by du-it or its assigned electronic equipment provider to the Merchant such as tablet or electronic data capture terminal;
- k) “Fee” means any fee that may be imposed by du-it on du-itBiz User as a result of activities performed in association with du-itBiz User Account as requested by du-itBiz User.
- l) “Grace period” is a period after the deadline for a financial obligation where late payment charge is waived if the financial obligation is satisfied within that period.

- m) “Intellectual Property Rights” means intellectual property rights of any kind including without limitation, all rights in or arising out of patents, trade, service and other marks, du-itBiz User design rights, registered designs, design rights (and applications for all of the same), copyrights, rights affording equivalent protection to copyrights and design rights, moral rights, trade, product, brand and business names, rights protecting trade secrets and confidential information, get-ups and logos, inventions, discoveries, improvements, designs, techniques, computer programs, trade secrets, supply, distributorship, agency and other like agreements, technical and commercial know-how and confidential processes, all other information including rights acquired under licenses or other agreements in connection with any of the same, rights protecting goodwill and reputation and in every case, all other similar corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- n) “Instalment” means one of such a number of separate and equal installments as may be determined by du-it at its discretion solely that is created by a successful Order pursuant to the du-it platform.
- o) ‘Late Payment Charges’ means imposition of late payment charge that comprises both concepts of ta'widh (compensation) and gharamah (fine or penalty).
- p) “Buyer” means any SME/MSME(s) company(s) or Individual person(s) who has/have personally signed up, applied for and has / have been accepted by du-it as participating “SME/MSME(s)/Individual Person(s)” for the Services in accordance to the terms and conditions set forth herein;
- q) “Merchant” or “Merchants” means the participating merchant(s) for the Services;
- r) “Nominated Payment” means the methods of payment nominated by a Company to make payments to du-it.
- s) “Order” means an order created in the du-it platform as a result of a successful transaction between a Company and a Merchant using the du-it platform to effect payment. An Order may comprise a single Product or multiple Products.
- t) “Order Value” means the monetary value of an order.
- u) “Product” means an item and/or service for sale by a Participating Merchant in their eCommerce Store where a product forms part of an order.

- v) “Purchase Limit” means the maximum amount of financial exposure or the number of concurrent orders that a Buyer is allowed to accumulate for Orders made using the du-it platform.
- w) ‘Qard’ refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. It utilizes a method where du-it is giving loan to the Buyer without increment in payment. It utilizes a method where du-it is giving loan to the Buyer without increment in payment.
- x) ‘Ujrah’ means a contract for hiring or utilizing the services of a person for a specified period in exchange for a specified consideration.
- y) “Return” means any refund on any Order that a Company may request from a Participating Merchant and which the Participating Merchant will communicate to du-it by such means as approved by Du-it.
- z) “Reversal” means any reversal of any Order that a du-itBiz User may request from a Participating Merchant and which the Participating Merchant will communicate to du-it by such means as approved by du-it.
- aa) “Service(s) means “buy now pay later” service provided by du-it via the du-it platform which enable payments to be made in equal profit free instalment at the chosen instalment duration;
- bb) “Website” means the website owned and operated by du-it and located at www.du-it.my or any other addresses which du-it deems fit from time to time.

2.0 TERMS OF SERVICES

- 2.1 The Services is only delivered via App channel.
- 2.2 du-it will grant du-itBiz User (Buyer) permission to use du-it platform, which will allow du-itBiz User to purchase products from Merchants through their eCommerce or Physical stores and pay for the Shariah-compliant products through equal profit free instalment on a deferred basis to Du-it based on Qard contract such that du-itBiz User shall only be obliged to pay the full Order Value on a later date according to these Terms and Conditions ("Deferred Payables").
- 2.3 du-itBiz User hereby acknowledges that by using the du-it platform, the du-itBiz User will irrevocably assign Du-it to conduct a payment of Order Value to Merchant, hence, creating the obligation of Deferred Payables based on Qard. After completion of such transfer, du-itBiz User are obliged to pay the Deferred Payables to Du-it. du-itBiz User is not obligated to pay the Deferred Payables in a single lump sum as Du-it agrees to allow du-itBiz User to make payment for the Deferred Payables through Instalments without profit at the chosen duration.
- 2.4 du-it platform does not constitute a loan or credit facility and du-it does not grant any credit to Merchants or Companies.
- 2.5 Buyer Eligibility
 - a. In order to receive the services, du-itBiz User as a company must: -
 - Have a valid and active Company Registration documents
 - Must be registered with Companies Commission of Malaysia
 - Fulfil the du-it credit assessment requirement
 - The business nature does not fall under Shariah negative criteria checklist
 - Must not purchase goods/services in order to run businesses that do not comply with shariah.

Note: it is impermissible if it is known that the item to be purchased is for a non-Shariah-compliant business

- b. In order to receive the services, du-itBiz User as a Individual Person(s) must:
 - Malaysian Identification Card

- Malaysian Citizen
 - Fulfil the du-it credit assessment requirement
 - The business nature does not fall under Shariah negative criteria checklist
 - Must not purchase goods/services in order to run businesses that do not comply with shariah.
- c. du-itBiz User eligibility is evaluated and determined in each Order du-itBiz User place. In the event du-itBiz User fail to meet the eligibility requirements set out in Clause 2.5(a), du-it reserves the right to deny, suspend or terminate the provision of the Services to du-itBiz User at any time, and du-itBiz User shall have no right of recourse or appeal against such decision.
- d. By submitting the necessary details, the Companies accept and agree to these Terms and Conditions.

2.6 Account

- a. Each du-itBiz User shall only have one account. du-itBiz User will be notified when a particular du-itBiz User account is created and du-itBiz User shall then be required to set a password for du-itBiz User Account.
- b. In the event du-itBiz User believes that du-itBiz User password has been compromised, du-itBiz User shall notify du-it immediately. If du-itBiz User fails to do so, du-itBiz User will be responsible and shall be further liable for subsequent purchases made using du-itBiz User credentials.
- c. Du-itBiz User shall also remain solely responsible for any unauthorized access to du-itBiz User Account unless such unauthorized access is a result of Du-it's failure to take reasonable steps to prevent such unauthorized access.
- d. Du-it may restrict du-itBiz User access to du-itBiz User Account in the following ways:
 - i. In the event if du-itBiz User have failed to pay any Instalment(s) by the Scheduled Due Date and within any accompanying grace period (where applicable), du-it has the discretion to suspend du-itBiz User from making further Orders and subsequently, where du-itBiz User

debts to Du-it have been referred to a Third-Party debt collection agency, du-it will block access to du-itBiz User Account.

ii. In the event du-it has reasonable cause to suspect that du-itBiz User have been involved in any Nefarious Behaviour within the du-it platform, Du-it may:

- Reserves the right to conduct investigations, with internal and external third-parties, to determine the scope and impact of the suspected Nefarious Behaviour;
- Seek du-itBiz User cooperation and assistance in dealing with such activities;
- Request immediate payments from du-itBiz User for all outstanding debts only to du-it for such Account(s);
- Reserves the right to suspend any Account(s) associated with du-itBiz User until such time as such Nefarious Behaviour is halted or restricted to the satisfaction of du-it;
- Reserves the right to temporarily or permanently block du-itBiz User from using or participating in the du-it platform or its network of Merchants;
- May, at its sole discretion, close any Account(s) whether associated with the suspected Nefarious Behaviour or otherwise; and
- reserves the right to report such behaviour to the relevant authorities.

iii. In the event where devices, email accounts and/or phone numbers are being used to perform an Order or create an Account and such devices, email addresses and/or phone numbers are reasonably suspected by du-it to be involved in connection with any Nefarious Behaviour within the du-it platform, du-it:

- At its sole discretion, may close any Account(s) whether associated with the suspected Nefarious Behaviour or otherwise;
- Reserves the right to conduct investigations, with internal and external third-parties, to determine the extent and impact of the suspected Nefarious Behaviour;

- Reserves the right to block those devices and their attributes;
 - Reserves the right to suspend any and all accounts associated with such devices and their attributes and the suspected Nefarious Behaviour;
 - Reserves the right to temporarily suspend or permanently block those devices and their attributes from using or participating in the du-it platform or network;
 - Request immediate payment from du-itBiz User and any associated persons for all outstanding debts for such Account(s); and
 - Reserves the right to report such behaviour to the relevant authorities.
- e. du-itBiz User may close du-itBiz User Account at any time provided that:
- i. Full and/or all Instalments associated with du-itBiz User Orders have been paid and there are no outstanding debts owed by du-itBiz User to du-it that have been referred to a third party for collection and no Suitable Repayment Plan is still ongoing;
 - ii. All payment of Late Payment Charges imposed on du-itBiz User has been settled, Late Payment Charges has been reversed (subject to Du-it's discretion);
 - iii. No outstanding disputes between du-itBiz User and du-it or any Merchant;
 - iv. There are no outstanding Refunds or Reversals from a Merchant that are still pending processing; and
 - v. du-itBiz User are not subject to any investigation regarding du-itBiz User Orders, Installments or any other reason as reasonably determined by du-it.
- f. du-it may close du-itBiz User Account for the following reasons:
- i. Without any prior notice and du-itBiz User consent in the event if du-it becomes aware that any Account associated with du-itBiz User is being used by a third party or has been compromised in any way due to du-itBiz User actions or omissions or otherwise;

- ii. If du-it becomes aware that du-itBiz User are using du-it platform inappropriately, illegally, against Shariah principles, or violate the spirit of these Terms and Conditions;
- iii. If du-itBiz User have not paid du-itBiz User outstanding debts to du-it and:
 - du-itBiz User failure to pay persists despite du-it developing a suitable payment plan and;
 - du-itBiz User outstanding debts have been transferred to a third-party agency for collection; and
- iv. Such enforcement has been carried out with limited or no success and du-itBiz User may not be able to open another account with du-it for a period of one (1) year or any other period or time that is deemed appropriate by law or regulation, and du-it reserves the rights to:
 - Pursue any outstanding sums due and owing to du-it in connection with these Terms and Conditions through third-parties and relevant legal means available to du-it;
 - To notify any credit reporting agency or bureau located in Malaysia or any agency or bureau that reports such credit reporting information to Malaysian companies, and identify any outstanding debts against du-itBiz User known details to du-it as at the date of termination of these Terms and Conditions;
 - To notify any other statutory or governmental authority on the outstanding debts and du-itBiz User identity where required under Malaysian law;

- g. Should du-itBiz User fail to meet the eligibility requirements set out in Clause 2.6(g) on an ongoing basis, du-it may suspend, block, withdraw, close or otherwise render inoperable du-itBiz User Account.

2.7 Validations, Checks and Risk Assessments

- a. In respect of any Order, du-it will conduct the following checks and assessments:
 - i. Real-time checks and validations on the Shariah negative criteria screening, product risk, Merchant's eligibility, exposure limit and other matters relating to Merchants and transaction;

- ii. Real-time checks and validations on du-itBiz User eligibility;
- iii. Real-time checks and validations du-itBiz User devices, credentials, relationships with other du-it Companies and other historical data; and
- iv. Purchase Limit assessments based on du-itBiz User, the Order Value, the risks associated with the Products in the Order and du-itBiz User potential capability to repay the overall debt, and where du-it is satisfied of the eligibility of both du-itBiz User and the Merchant at the time of making of the Order, du-it will create an Order associated with du-itBiz User in the du-it platform for the Order Value provided to du-it by the Merchant in the eCommerce Store.

2.8 Placement of Orders

- a. Each time an Order is made, du-itBiz User are deemed to have accepted these Terms and Conditions as they stand on the date of placement of the Order.
- b. Each time an Order is made, the du-itBiz User will irrevocably assign Du-it to conduct a payment of Order Value to Merchant, hence, created the obligation of Deferred Payables
- c. Du-itBiz User acknowledge that in respect of the Deferred Payable, with effect from du-itBiz User Order request being accepted by du-it and the Deferred Payable being irrevocably assigned to du-it, the Merchant shall have no further interest in that Deferred Payable and all subsisting rights and all remedies for enforcing that Deferred Payable shall vest in du-it.
- d. du-it shall then pay the Order Value to the Merchants in consideration for the -du-itBiz User commitment to pay the Deferred Payable to Du-it
- e. For every Order du-itBiz User make, du-itBiz User give unconditional and irrevocable consent for du-it to pay the corresponding Order Value to the Merchant on du-itBiz User behalf, and du-itBiz User agree to pay du-itBiz User Installments according to the Repayment Schedule.
- f. Upon making of du-itBiz User Order, du-it shall advise du-itBiz User of the outcome of such Order request:
 - i. where the Order request is unsuccessful, du-it will provide du-itBiz User with a reason for the failure and allow du-itBiz User to attempt

the Order again for a maximum number of tries within a period of time as du-it may determine in its sole discretion;

- ii. where the Order request is successful, du-it will provide du-itBiz User with du-itBiz User Repayment Schedule and an email receipt for du-itBiz User first Instalment paid (where applicable), and du-it will notify the Merchant of the successful Order to request that they fulfil du-itBiz User Order.

2.9 Rejection or Cancellation of Orders

- a. All Orders placed are subject to du-it's assessment and discretion and du-it reserves the right to reject or cancel an Order where:
 - i. du-it has reason to suspect, or becomes aware, that du-itBiz User may have or have violated or materially breached these Terms and Conditions;
 - ii. If du-itBiz User do not comply with any of du-it's validations, checks and assessments;
 - iii. If requested by the Merchant associated with the Order, and in such case du-it is not responsible for such rejection or cancellation. In this regard, du-itBiz User should reach out to the Merchant should du-itBiz User have any queries relating to it;
 - iv. When du-itBiz User have exceeded or will exceed du-itBiz User purchase limit;
 - v. Merchant associated with the Order has exceeded or will exceed its exposure limits;
 - vi. du-it suspects or becomes aware of du-itBiz User suspicious activity within the du-it platform which may violate applicable laws and/or regulations including, but not limited to, Anti-Money Laundering Laws; or
 - vii. du-it suspects or generally becomes aware that the Merchant and/or their systems have been or may have been compromised, and where the Product from the canceled Order has not been delivered to du-itBiz User, du-it will on a best endeavor basis, refund the monies paid by du-itBiz User and associated with the canceled Order to the same Nominated Payment Method.
 - viii. Du-itBiz User place Order that contravene with Shariah principle.

2.10 Instalment Repayments

- a. du-itBiz User repayment to Du-it of the Order Value shall be divided into number of separate and equal installments within a specified period of time as may be determined at the point of transaction or du-it at its sole discretion.
- b. du-it may adjust the Installments accordingly and will ensure that the total amount due to be paid by du-itBiz User remains unchanged in the event where the Deferred Payables cannot be evenly split into such number of equal Instalments as may be determined by du-it at its sole discretion.
- c. du-it at its discretion will generate a Repayment Schedule based on du-itBiz User outstanding debts (if any), and previous Orders and Instalment Repayments, and based on the Repayment Schedule generated, du-itBiz User first Instalment may be due:
 - i. At the time of making the Order; or
 - ii. At such later time after the Order is made as may be determined by Du-it at its sole discretion.
- d. du-it may reject the Order request where du-itBiz User first Instalment is due at the time when du-itBiz User place the Order and du-itBiz User are unable to pay the first Instalment (whether due to insufficient funds in du-itBiz User Nominated Payment Method, or the transaction is rejected by corresponding financial institution, or a general failure of the online payment process).
- e. du-it shall email du-itBiz User and remind du-itBiz User in advance of each Instalment and their respective Scheduled Due Dates.
- f. du-itBiz User shall undertake to ensure that du-itBiz User Nominated Payment Method has sufficient funds to pay the Instalments on their respective Scheduled Due Dates.
- g. du-it shall advise du-itBiz User accordingly and grant du-itBiz User an immediate grace period to pay such Instalment through alternative payment methods nominated by du-itBiz User in the event that any Instalment Repayment is unsuccessful due to a failure to obtain funds from du-itBiz User Nominated Payment Method.

- h. du-itBiz User may contact Du-it via email to discuss and put in place a Suitable Repayment Plan if du-itBiz User are unable to pay du-itBiz User Instalments on the Scheduled Due Date.
- i. du-it may impose a Late Payment Charges if du-itBiz User fail to pay an Instalment on the Scheduled Due Date and within any accompanying grace period (where applicable), and when du-itBiz User have not contacted du-it with respect to a Suitable Repayment Plan.
- j. du-it will advise du-itBiz User via email and notify du-itBiz User of any outstanding debts which du-itBiz User may owe to du-it (as a result of Late Payment Charges or otherwise) upon any successful payment of all Instalments relating to the Order.

3.0 OBLIGATIONS

3.1 du-itBiz User shall:

- a. Use du-it platform in accordance with the operating procedures determined by du-it from time to time and in accordance to this Terms and Conditions;
- b. To update du-itBiz User contact details regularly;
- c. Provide all information requested by du-it in a timely and truthful manner and shall not provide du-it with any information that is false, misleading, untrue or inaccurate in its nature (including any claim of false identity);
- d. Immediately inform du-it of any actual or potentially fraudulent activities which du-itBiz User Nominated Payment Method has or may have been involved in, and allow du-it to share such information with third-party payment providers for the purposes of reducing further fraudulent activities;
- e. Be solely responsible for any matters relating to tax or additional fees arising from du-itBiz User use of the du-it platform, including but not limited to:
 - i. Any tax determination;
 - ii. Any payment of taxes or fees required by any governmental or regulatory authority; and
 - iii. Any payment of fees or commission incurred in connection with any exchange of monies associated with any Order;
- f. Responsible for du-itBiz User Account, its use and ongoing security, and shall not permit any unauthorized person or other entity to access du-itBiz User Account at any time unless required by law;
- g. Not use du-itBiz User Account to purchase products for third parties for the purposes of receiving further or additional payments from such third parties;
- h. Not use du-itBiz User Account to purchase any goods or services to run the business that contravenes Shariah principles.
- i. Use du-itBiz User Account in a responsible and lawful manner and not use du-itBiz User Account to procure any goods or services that are illegal or unlawful in nature or in a manner that contravenes any Anti-Money Laundering Laws; and
- j. To the fullest extent permitted by law, cooperate with du-it in the event of any investigation performed by du-it, any third-party or any legal,

governmental or regulatory authority in relation to any Order, payment or matter related to du-itBiz User Account.

4.0 PAYMENT, FEES AND CHARGES

4.1 du-it cannot take any form of benefits or impose any charge to the borrower including estimated profit to be obtained in case of default. However, Du-it is allowed to impose late payment charges that comprises both concepts of gharamah (fine or penalty) and ta'widh (compensation). Gharamah is not allowed to be recognised as income, and it must be channeled to specified charitable bodies.

4.2 du-it may recognise ta'widh as income on the basis that it is imposed on the customers as compensation for the actual loss incurred by du-it.

(a) du-it shall be compensated up to the amount of actual loss incurred as a direct result of the delay in payment or default by the customer.

(b) The actual loss to be compensated from any default payment, from the date of payment until the maturity date shall not be more than 1% per annum.

(c) The actual loss to be compensated from default payment which exceeded the maturity date shall not be more than the prevailing daily overnight Islamic Interbank rate ("IIMM") on the outstanding balance (subject to ibra' if applicable). The actual loss, where applicable, excludes the court's order for cost.

(d) The late payment charge rate shall be applied to the basic judgement sum awarded, from the date of the judgement is made until the judgement debt is fully settled by the judgement debtor to the judgement creditor.

(e) The basic judgement sum refers to the outstanding balance (subject to ibra' if applicable), and does not include the late payment charges before the judgement and other costs.

(f) The accumulated late payment charge shall not exceed the outstanding principal of the judgement sum awarded. For example, if the outstanding principal is RM100,000, the cumulative late payment charge shall not be more than RM100,000.

(g) The late payment charge shall not be compounded on the basic judgement sum awarded.

(h) Formula for Late Payment Charges (*ta'widh*) on overdue instalment(s) is as follows:

Overdue instalment(s) X Ta'widh rate X (No. of Overdue day(s)/365)

- 4.3 All Fees and Charges associated with an Order are maintained in the Schedule of these Terms and Conditions and du-it reserves the right to alter those Fees and Charges at its sole discretion, and will in such case amend these Terms and Conditions and publish the amended Terms and Conditions on the du-it website.
- 4.4 Any Late Payment Charges incurred are calculated based on the Outstanding Order Value up to actual loss and shall not be more than 1% per annum before maturity and IIMM rate after maturity.
- 4.5 du-it reserves the right to remove, reverse, waive or void generally any Late Payment Charge at its sole discretion.
- 4.6 Payment of outstanding debts owed by du-itBiz User to du-it may be:
- a. Made automatically: du-it may obtain monies from du-itBiz User Nominated Payment Method automatically to pay an Instalment on the Scheduled Due Date, and such monies will first be applied against that Instalment and any surplus monies (if any) obtained by du-it will be applied against any other outstanding debts on du-itBiz User Account; or
 - b. Made manually: du-itBiz User may make manual payments in respect of outstanding debts owed by du-itBiz User to du-it and which are not subject to automatic deduction from du-itBiz User Nominated Payment Method, and such manual payments will be applied in the following order of priority until the monies have all been used:
 - i. First, to any outstanding Installments;
 - ii. Second, to any outstanding Fees,
 - iii. Third, to any outstanding Charges (excluding any Late Payment Charge), and
 - iv. Last, to any outstanding Late Payment Charge;

- 4.7 du-itBiz User may also make manual payments for future Installments which are yet to fall due, provided that du-itBiz User have no outstanding debts owed to du-it at that point in time, and such manual payments shall be applied against future Installments in the order that they would have become due. Any surplus monies will be refunded to du-itBiz User Nominated Payment Method.
- 4.8 Where there are any surplus monies which exist as credits in du-itBiz User Account and du-itBiz User have no outstanding debts, du-itBiz User may request for a refund and du-it will endeavour to refund such monies to du-itBiz User as soon as practicable.
- 4.9 Payment of outstanding debts owed by du-itBiz User to du-it: -
- a. Payment Extension
- i. du-itBiz User may request Du-it to extend to settle du-itBiz User outstanding charges for a period of maximum of 30 days from the date requested;
 - ii. For the failure to pay any Instalment(s) by their Scheduled Due Date and any accompanying grace period (where applicable), du-itBiz User shall be charged a Late Payment Charge in accordance to Clause 4
 - iii. Any extension of time given is subjected to the terms and changes of the Terms and Conditions at the time of extension.
- b. Payment Default
- i. In the event du-itBiz User default any payment of the outstanding charges, du-itBiz User shall be charged a Late Payment Charge in accordance to Clause 4
 - ii. This is to ensure that money owed to the du-itBiz is collected as soon as possible using efficient, effective and fair debt recovery procedures.
- c. Default in payment by a solvent borrower or Non-Performing Financing (NPF).

- i. The Non-performing financing (NPF) is the term used in du-itBiz that refers to a du-itBiz User (Buyer) financing facilities that has been defaulted on or is unlikely to be settled in full by the User more than 30 days.
- ii. Based on the actual loss to be compensated from any default payment, from the date of payment until the maturity date shall not be more than 1% per annum
- iii. The late payment charge and ta'widh amounts shall be computed on a daily rest basis.
- iv. The appointed commerce takaful provider or legal court will determine the amount of compensation by referring to the financial experts based on the permissible methods of investment according to the Shariah.
- v. The imposition of compensation will be done on the basis of charging penalty as result of default in payment (*gharamah jazaiyyah*) which is in conformity with the principle of ensuring public interest (*masalih mursalah*) and that the disposition of the collected amount shall be channelled for permissible charitable as per approved by Shariah adviser
- vi. Late Payment Charges is allowable and must observe following guidelines:
 - (a) Du-it Tech shall be compensated up to the amount of actual loss incurred as a direct result of the delay in payment or default by the customer.
 - (b) The actual loss to be compensated from any default payment, from the date of payment until the maturity date shall not be more than 1% per annum.

- (c) The actual loss to be compensated from default payment which exceeded the maturity date shall not be more than the prevailing daily overnight Islamic Interbank rate (“IIMM”) on the outstanding balance (subject to ibra’ if applicable). The actual loss, where applicable, excludes the court’s order for cost.
- (d) The late payment charge rate shall be applied to the basic judgement sum awarded, from the date of the judgement is made until the judgement debt is fully settled by the judgement debtor to the judgement creditor.
- (e) The basic judgement sum refers to the outstanding balance (subject to ibra’ if applicable), and does not include the late payment charges before the judgement and other costs.
- (f) The accumulated late payment charge shall not exceed the outstanding principal of the judgement sum awarded.

Late Payment Charges Table (Gharamah + Ta'widh)

| Tenure / Late Payment | Late Payment Fee | Credit Limit |
|-----------------------|------------------|--------------------------|
| Up To 1 Month | RM100 | Based On User Assessment |
| Up To 2 Months | RM150 | |
| Up To 3 Months | RM200 | |
| Up To 4 Months | RM250 | |
| Up To 5 Months | RM300 | |
| 6 months and above | RM400 | |

4.10 du-it reserves the right to deny, suspend or terminate the provision of the Services to du-itBiz User at any time, and du-itBiz User shall have no right of recourse or appeal against such decision. du-it reserves the right to:

- a. To limit the number of manual payments that du-itBiz User may make in respect of du-itBiz User Account and du-itBiz User Orders;

- b. To only accept any repayment on any Order made from the date of the creation of the relevant Order and to reject all attempted repayments before such time; and
- c. To place any additional limitations on du-itBiz User, Merchants, devices and accounts as du-it may deem fit and reasonable to protect its financial exposure.

5.0 DISPUTES, REFUNDS AND REVERSAL

5.1 Disputes

- a. In the event any dispute arises between du-itBiz User and a Merchant: -
 - i. du-itBiz User should notify du-it of such ongoing dispute so that du-it is aware of the dispute and can take appropriate action.
 - ii. du-itBiz User shall contact the Merchant directly to file du-itBiz User dispute with them;
 - iii. du-itBiz User may raise the matter with du-it and du-it will use reasonable endeavours in good faith to (but shall not be obliged to) mediate and resolve such dispute, and in such case du-itBiz User acknowledge that du-it is not obliged to intervene and that the Merchant is not obliged to follow du-it's directions regarding such dispute if du-itBiz User are unable to resolve the dispute with the Merchant.
 - iv. du-itBiz User also acknowledges that notwithstanding an ongoing dispute, du-itBiz User remains liable to du-it for any outstanding debts related to the Order in dispute.

5.2 Refunds

- a. In the event of a Refund:
 - i. It shall be du-itBiz User duty to notify the Merchant of any Refund request and to comply with the Merchant's refund process and any other statutory requirements in relation to such refund process.
 - ii. du-itBiz User and the Merchant shall reach an agreement regarding the Refund amount without du-it's involvement and prior to the Merchant lodging a Refund request with us;

- iii. The Merchant shall lodge the Refund request with du-it within sixty (60) calendar days of the creation of the Order and any Refund request beyond this time must be expressly agreed between du-itBiz User and the Merchant, and the Merchant shall notify du-it within twenty-four (24) hours of such agreement to Refund;
- iv. Where a full Refund is agreed as between du-itBiz User and the Merchant, du-itBiz User shall return the disputed Product(s) (where applicable) to the Merchant and the Merchant shall acknowledge receipt of the disputed Product(s), upon which:
 - du-it shall waive the requirement for du-itBiz User to pay the Deferred Payable in respect of such Order;
 - In the event that du-itBiz User have paid any Installments before such Refund, du-it shall refund the equivalent amounts to du-itBiz User Nominated Payment Method; and
 - du-itBiz User Account will be updated to reflect the full Refund;
- v. Where a partial Refund is agreed as between du-itBiz User and the Merchant, du-itBiz User shall return the disputed Product(s) (where applicable) to the Merchant and the Merchant shall acknowledge receipt of the disputed Product(s), upon which:
 - du-it shall waive the requirement for du-itBiz User to pay the value of the partial Refund agreed between du-itBiz User and the Merchant and such amount shall be deducted from the Deferred Payable;
 - du-it will pro-rate the Installments according to the revised Deferred Payable taking into account the partial Refund;
 - For each Instalment Repayment already made, du-it will credit du-itBiz User Account with an amount equivalent to the difference between the original and pro-rated Instalment;
 - Such credits may be used to pay the pro-rated Instalments that become due and payable; and

- where such credits are insufficient, du-itBiz User will top up the outstanding balance; and
 - du-itBiz User Account will be updated to reflect the partial Refund.
- b. For the avoidance of doubt, du-it is not obliged to contact or to seek a Refund or Reversal on du-itBiz User behalf or on the behalf of the Merchant and du-it is not obliged to do anything until the Merchant lodges a Refund request.
- c. Upon receipt of a Reversal or Refund request, du-it shall, within a reasonable time, process such request and pay such refund amount to du-it's payment processor to be processed in line with the payment processor's practices. In this regard, du-itBiz User acknowledge and agree that any refund amount due to be repaid to du-itBiz User Nominated Payment Method is subject to handling methods outside du-it's control and du-itBiz User shall not hold du-it responsible for any delays caused directly or indirectly by any financial institution or its agents associated with du-itBiz User Nominated Payment Method.

5.3 Reversals

- a. In the event of a Reversal:
- i. It is the duty of the Merchant to notify du-itBiz User if they are unable to fulfil any Order;
 - ii. Upon such notification to du-it by the Merchant, du-it shall waive the requirement for du-itBiz User to pay the Deferred Payable in respect of such Order;
 - iii. du-itBiz User will not receive the Product(s) contained in the affected Order;
 - iv. Such Reversal will be reflected in du-itBiz User Account; and

- v. In the event that du-itBiz User have paid any Instalments before such Reversal, du-it will refund the equivalent amount to du-itBiz User Nominated Payment Method.

6.0 COMPLAINTS

- 6.1 Any complaints in relation to du-itBiz User account, Instalments, Outstanding Debts, Repayments, any matters relating to du-it, please contact us at the following details below to raise a formal complaint: -
- a. Mail: 23-7, The Boulevard Offices, Lingkaran Syed Putra, Midvalley City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.
 - b. E-mail: support@du-it.my
- 6.2 du-it shall respond to the formal complaints within 72 hours of receipt and to resolve the matter within 14 business days of receipt, failing which du-it shall notify du-itBiz User of the reason(s) for such delay.
- 6.3 For the avoidance of doubt, du-it shall not accept any complaints arising out of du-itBiz User incapacity to pay du-itBiz User Instalments.

7.0 CONFIDENTIALITY

- 7.1 du-it shall at all times keep confidential and not disclose to any third party the Confidential Information except for the purposes of performing our obligations under these Terms and Conditions.
- 7.2 du-it agrees to protect the Confidential Information with security measures and a degree of care that would apply to its own confidential information.
- a. du-it has the discretion to disclose Confidential Information:
- i. To other entities in the du-it Group and third-party payment providers;
 - ii. To its officers, directors, employees, auditors, advisors, subcontractors and other persons providing services to it where (provided that such person is under a duty of confidentiality in relation to the Confidential Information, professional, contractual or otherwise) to the extent necessary for du-it to perform its obligations under these Terms and Conditions;
 - iii. Where required by the law, regulation and/or any court of competent jurisdiction or any competent banking, taxation, judicial, governmental, supervisory, regulatory or equivalent body; and
 - iv. To any other person where necessary for the performance of its obligations under these Terms and Conditions or with du-itBiz User consent.

8.0 INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights related to du-it platform, du-it websites, du-it applications and portals, its composite engineering, know-how and processes shall be and shall remain the exclusive property of du-it.
- 8.2 du-itBiz User agree to not copy, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, create derivative works of, re-post to other applications or websites, change, or otherwise distribute, license, sub-licence or transfer in any form any aspect of du-it's intellectual property

9.0 DATA PROTECTION

- 9.1 du-itBiz User acknowledge and agree that du-it may collect, use, process, disclose and/or transfer (whether in or outside Malaysia) du-itBiz User personal data for the purposes and to the persons as set out in du-it's data protection policy, which is available on the du-it website and may be updated from time to time.
- 9.2 du-it shall comply with all applicable data protection and privacy laws and regulations (including but not limited to the Malaysia Personal Data Protection Act 2010) and shall have in place adequate safeguards to protect du-itBiz User personal data.

10.0 PERSONAL DATA

10.1 du-itBiz User agree and consent for du-itBiz User personal data to be processed in accordance with our Privacy Policy. To view our Privacy Policy, click <https://www.du-it.my/privacy-policy.html>

11.0 INDEMNITY, DISCLAIMERS AND LIMITATION OF LIABILITY

11.1 Indemnity

a. To the extent permitted by applicable law, du-itBiz User acknowledge that du-itBiz User are responsible for and agree to hold harmless du-it from and against any all claims, costs, expenses, damages, liabilities, obligations, and losses (including reasonable legal fees) to the extent arising out of or in connection with du-itBiz User: -

- i. breach of these Terms and Conditions, and/or du-itBiz User negligence or wilful misconduct;
- ii. inability to repay debts on Orders made using du-itBiz User Account, whether such Orders were created directly by du-itBiz User or as a result of du-itBiz User negligence or inability to keep du-itBiz User Account secure; or
- iii. inability to repay debts on Orders made using du-itBiz User Account due to a change in du-itBiz User financial circumstances subsequent to the making of such Order,

save to the extent that such claim and/or subsequent damages or where it could be reasonably expected to do so, failed to reasonable steps to mitigate the claim and/or subsequent damages arises as a result of wilful default or gross negligence on the part of du-it its directors, employees, officers, agents and representatives and those of any member of the du-it Group.

11.2 Disclaimer of Warranties

- a. du-itBiz User acknowledge that du-itBiz User have not relied on any representation and/or warranty made by du-it which has not been expressly stated or referred to in these Terms and Conditions.
- b. Except for any express warranties set forth in these Terms and Conditions, du-it does not provide or give any implied warranties or guarantees to any products or services provided by du-it in using the du-it platform nor give any

express warranty or guarantee as to the suitability, availability, suitability of the du-it platform or du-itBiz User eligibility to use the du-it platform.

- c. du-it provides content or material on the du-it Website that is provided by Merchants, third-parties and other internet-based resources. du-it uses best endeavours to ensure that content or material is correct, accurate, reputable, of high-quality and up-to-date and does not make any warranties or guarantees in relation to that content or the providers of that content. Where any inaccuracy has been brought to du-it's attention, du-it will attempt to correct any inaccuracies within a reasonable time and where practicable to do so.

11.3 Limitation of Liability

- a. To the extent permitted by applicable laws, du-it (including its related legal entities, directors, employees, officers, agents, and representatives) and any third-party providing services for du-it or on behalf of du-it shall not bear any direct or indirect liability. Special, indirect, incidental or punitive damages (including but not limited to loss of profit, loss of income and data loss) caused by or related to these terms and conditions, du-it website and du-it payment system. du-it's liability for any non-exclusive damage to du-itBiz User will not exceed the value of the order that is the subject of such claims, including the fees or charges du-it may charge du-itBiz User.

12.0 NOTICES

12.1 All notices or other communications between the parties shall be given in writing and in the English language and shall be delivered: -

- a. via electronic mail;
- b. via registered mail or other third-party agents; or
- c. via post

to the registered email address or shipping or billing address (as the case may be) associated with du-itBiz User Account.

12.2 du-it may send general communications as text messages to du-itBiz User registered mobile phone number.

12.3 A notice or other communication is taken to be received:

- a. for notices and other communications sent via electronic mail, the day after it was sent;
- b. for notices and other communications delivered via post, three (3) Business days after the date of postage.

12.4 If du-itBiz User change du-itBiz User address and fail to notify du-it of such change and the new address, delivery of notices to du-itBiz User at the previous known address is deemed compliant with the notice obligations.

12.5 Communications from du-itBiz User to du-it must include the following details:

- a. du-itBiz User updated Account details, including, but not limited to, the email address and mobile phone number registered with du-itBiz User Account; and
- b. any additional information reasonably requested of du-itBiz User to verify du-itBiz User identity.

12.6 From time to time, du-it may send marketing information about activities on the du-it network or the activities of merchants to the email address or mobile number associated with du-itBiz User account, which may not be directly

related to du-itBiz User account. du-itBiz User have the right to choose not to receive marketing information at any time, or du-itBiz User can choose to participate again in the future.

13.0 TRANSFER AND ASSIGNMENT

- 13.1 Without du-it's prior written consent, du-itBiz User may not assign or transfer any of du-itBiz User rights and obligations under these terms and conditions.
- 13.2 du-it may transfer, assign or update these terms and conditions and any rights and obligations under these terms and conditions to a third party whereby du-it shall notify du-itBiz User on the changes.
- 13.3 du-itBiz User acknowledge and agree that du-it may, without du-itBiz User notice or consent, appoint and engage a third-party debt collection agency to take and enforce any action related to outstanding debts that du-itBiz User owe to du-it.

14.0 MODIFICATION

14.1 du-it may unilaterally modify the provisions of these terms and conditions that are generally applicable to all who use the du-it platform from time to time, without express or implied consent, and without prior notification of such modifications. The reasons are as follows: -

- a. du-it changes, Modify, eliminate and/or introduce the functions of the du-it platform;
- b. du-it introduces new policies in to the du-it platform to protect the du-it platform and its operations;
- c. du-it introduces new products or services in to the du-it platform;
- d. du-it is required to do so by law and/or regulation;

and in such case, the modified Terms and Conditions will be published on the du-it Website and publicly accessible at <https://www.du-it.my/> and du-itBiz User will be notified on the modified Terms and Conditions and to accept to accept the modified Terms and Conditions upon making a new Order.

14.2 For the avoidance of doubt, any Order du-itBiz User place before any modifications remains subject to the terms of the Terms and Conditions at the time of placing the order and any existing Orders and Instalments and their constituent attributes such as Fees, Charges and Account Maintenance Fee (where applicable) are valid until payment is made in full.

14.3 If du-itBiz User do not agree to any modifications, du-itBiz User may immediately suspend du-itBiz User Account, settle du-itBiz User outstanding debts and payments due with du-it within a reasonable time, and subsequently close off du-itBiz User Account without prejudice.

14.4 du-itBiz User may re-join du-it at any point in time thereafter.

15 GENERAL PROVISIONS

15.1 No Agency, Partnership etc.

- a. Nothing in these terms and conditions shall be deemed to constitute or imply any partnership, joint venture, agency, trust relationship or other relationship between the parties, except for the contractual relationship expressly stipulated in these terms and conditions. Neither party has the right, nor will it claim that it has the right to assume any responsibility on behalf of the other party.

15.2 Force Majeure

- a. Neither party is liable for these terms and conditions, and will not be deemed to have violated these terms and conditions due to circumstances beyond the reasonable control of that party that cause delays or failure to comply with these terms and conditions, except for payment obligations. The party affected by such circumstances shall immediately notify the other party in writing when such circumstances lead to delay or failure of performance and cessation of performance.

15.3 Remedies

- a. Without prejudice to any other rights or remedies that one of the parties may have, both parties acknowledge and agree that for any violation of these terms and conditions, the damages may not be sufficient remedies, and parties be entitled to the remedies of injunction, specific performance and other equitable relief for any actual threat or violation of these terms and conditions (but for the avoidance of doubt, no right to revoke or terminate, unless expressly permitted otherwise) for any threatened or actual breach of these Terms and Conditions.

15.4 No Waiver

- a. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy under these Terms and Conditions shall operate

as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law. Any term of these Terms and Conditions may be amended or waived only with the consent of the other party and any such amendment or waiver will be binding on all parties. Any consent or waiver required by a party must be in writing and is effective only for the specific purpose for which it is given and for the specific time period, if any, contemplated by it.

15.5 Third Party Rights

- a. Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party has no right to enforce or to enjoy the benefit of any term of these Terms and Conditions.

15.6 Severability

- a. If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms and Conditions.

15.7 Entire Agreement

- a. du-itBiz User expressly acknowledge that du-itBiz User have read these Terms and Conditions and understood its provisions, and the parties agree that these Terms and Conditions constitutes the entire agreement between them with respect to the Services. No promise, inducement, representation or agreement other than as expressly set forth in these Terms and Conditions has been made to or by the parties.

15.8 Governing Law and Jurisdiction

- a. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia.

16 ACKNOWLEDGEMENTS

16.1 du-itBiz User acknowledge that:

- a. du-itBiz User should be aware that du-itBiz User can access du-it's policies (including but not limited to the Privacy Policy, Trust in Purchasing Policy, Data Retention Policy) online on the du-it Website, and du-itBiz User have read, understood and accepted these policies because du-itBiz User may publish from time to time.
- b. du-it will not keep version-controlled copies of these Terms and Conditions and other du-it policies in a publicly accessible archive and du-itBiz User are expected to keep a copy of these documents should du-itBiz User wish to keep track of them;
- c. du-it does not have any control over the Products offered by Merchants and is not responsible or liable for the quality or delivery of these Products, and Merchants remain responsible for fulfilling Orders made by du-itBiz User in a timely manner and/or accepting any Refunds; and
- d. du-it is not required to guarantee the identity of any Merchant and/or their staff.

By agreeing to these terms & conditions, the Buyer hereby confirms that the registered businesses or company or individual person(s) is duly authorized by the Applicant named in the du-itBiz TERMS AND CONDITIONS to apply to du-it for du-it Buyer facilities and to execute all relevant documents relating to du-it Buyer facilities and to acknowledge the acceptance of and be bound by the du-it Buyer terms and conditions at <https://www.du-it.my/terms-conditions.html>.