

Soundbox Daily and Monthly Plan Terms & Conditions

These soundbox daily and monthly plan terms and conditions (“**Terms and Conditions**”) govern the purchase of Soundbox(es) under the “Subscription” category of the Merchant Dashboard, as well as such use of the Soundbox offered by TNGD to its authorized Merchants. By purchasing the Soundbox(es) as stipulated herein, You agree to comply with and be bound by these Terms and Conditions.

1. Interpretation

The Terms and Conditions shall be read together with the Terms of Purchase for Merchant Dashboard available here at <https://www.tngdigital.com.my/tnc/merchant-dashboard-purchase/> (“**General Terms of Purchase**”) to the effect that any interpretation or construction of both parties’ relationship shall make the best commercial sense. Use of specific features or functions within the TNG eWallet may be subject to other relevant terms and conditions. In the event of any inconsistency or conflict between these Terms and Conditions and the General Terms of Purchase, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict.

2. Types of Plan and Commitment Period

- 2.1. TNGD offers two (2) types of Soundbox plans to its authorized Merchants, namely:
 - (a) the Daily Plan; and
 - (b) the Monthly Plan.
- 2.2. Each plan is subject to its own commitment period, pricing structure, renewal terms and applicable conditions, as further set out in these Terms and Conditions and in **Appendix 1**.

3. Daily Plan

- 3.1. **Minimum Commitment**: The minimum commitment period for all the Soundbox Bundle(s) under the Daily Plan shall be for two hundred nineteen (219) days, commencing fifteen (15) days from the date of purchase, upon successful checkout and payment by the Merchant through the Merchant Dashboard.

Fees/Prices

- 3.2. For each Soundbox purchased under the Daily Plan, You will be charged:
 - (a) a device cost;
 - (b) a daily Operational Contribution, payable for 219 consecutive days; and
 - (c) an Operational Contribution Renewal from the 220th day onwards.

For the avoidance of doubt, the Device Cost shall be charged by TNGD as a fee for each of Your Soundbox Purchase depending on Your selected Soundbox Bundle.

- 3.3. All costs and fees shall be debited automatically via Auto Debit from Your registered TNG eWallet account. In the event TNGD is unable to successfully debit such costs and fees from your TNG eWallet account for any reason whatsoever, TNGD shall be entitled, at its sole discretion, to deduct such costs and fees from your future Settlement of Cleared Funds .
- 3.4. All costs and fees exclude applicable taxes and are listed in **Appendix 1**, which may be varied by TNGD from time to time.
- 3.5. **Termination**: Termination of the Soundbox Bundle under the Daily Plan shall be done by calling TNGD Merchant helpdesk / fill up Merchant request webform at https://support.tngdigital.com.my/hc/en-my/requests/new?ticket_form_id=360001558914. The termination shall only be permitted after 90 days from Your purchase date of the Soundbox Bundle. Any termination request submitted prior to the expiry of such 90-day period shall not be

accepted. Where an early termination request is made after the 90-day period, such termination shall take effect twelve (12) days after early termination fee has been paid by You. If you request to terminate within the first ninety (90) days from the date of purchase, an additional administration fee of RM 50 shall be imposed, in addition to the Early Termination Fee stipulated in Clause 2.6 (Early Termination Fee) below.

- 3.6. **Early Termination Fee:** Notwithstanding anything to the foregoing, TNGD reserves its right to impose an early termination charge(s) in the event that You decide to terminate Your Soundbox Bundle(s) under the Daily Plan within the minimum commitment period. For the avoidance of doubt, You will be responsible to pay the early termination charges in addition to all the payment(s) owing to TNGD up to the termination date. The early termination charges shall be calculated based on the following formula: *Outstanding Payment (if any) + RM100 of Termination Fee*.

4. **Monthly Plan**

- 4.1. **Minimum Commitment:** The minimum commitment period for all the Soundbox Bundle(s) under the Monthly Plan shall be for twenty-four (24) calendar month, commencing from the date of purchase, upon successful checkout and payment by the Merchant through the Merchant Dashboard.

Fees/Prices

- 4.2. For each Soundbox purchased under the Monthly Plan, You will be charged:
- (a) A one-time upfront cost;
 - (b) A monthly Operational Contribution, payable on a recurring monthly basis for 24 months until terminated; and
 - (c) An Operational Contribution Renewal (from the 25th month onwards).

For the avoidance of doubt, the Upfront Cost shall be charged by TNGD as an activation fee for each of Your Soundbox Purchase depending on Your selected Soundbox Bundle.

- 4.3. All costs and fees shall be debited automatically via Auto Debit from Your registered TNG eWallet account. In the event TNGD is unable to successfully debit such costs and fees from your TNG eWallet account for any reason whatsoever, TNGD shall be entitled, at its sole discretion, to deduct such costs and fees from your future Settlement of Cleared Funds.
- 4.4. All costs and fees exclude applicable taxes and are listed in **Appendix 1**, which may be varied by TNGD from time to time.
- 4.5. **Termination:** Termination of the Soundbox under the Monthly Plan shall be done by *calling TNGD Merchant helpdesk / fill up Merchant request webform at https://support.tngdigital.com.my/hc/en-my/requests/new?ticket_form_id=360001558914*. The termination shall take effect on the next calendar day, upon the last day of the current subscription period.
- 4.6. **Early Termination Fee:** Notwithstanding anything to the foregoing, TNGD reserves its right to impose an early termination charge(s) in the event that You decide to terminate Your Soundbox Bundle(s) within the minimum commitment period which shall be the first twenty-four (24) months. For the avoidance of doubt, You will be responsible to pay the early termination charges in addition to all the payment(s) owing to TNGD up to the termination date. The early termination charges shall be calculated based on the following formula: *[Remaining period of service (months) X an Operational Contribution Renewal of RM6] + Outstanding Payment (if any) + RM25 of administration fee*.

5. **General**

- 5.1. **Auto Renewal of Operational Contribution:** The Operational Contribution Renewal shall be automatically renewed on day 220 for the Daily Plan and on the 25th month for the Monthly Plan, unless terminated earlier by TNGD or the Merchant. The Merchant will be notified of the status of the payment upon renewal.
- 5.2. **Actions by TNGD:** TNGD reserves the rights to refuse, restrict, suspend and/or terminate Your Soundbox Purchase at any time, for a period of time which TNGD deems fit, for certain reasons, including but not limited to, the following: (i) suspected or found to have committed fraudulent, illegal or involves any criminal activity; (ii) reported missing or stolen Soundbox/Subscription/Merchandise(s); and/or (iii) failure to make payment of any Fee(s)/Price(s) within fourteen (14) days from the bill statement due date. Notwithstanding the foregoing, TNGD also reserves the right to disclose and report any overdue amounts, payment defaults, breaches of payment obligations by You, or other relevant credit information relating to You to CTOS Data Systems Sdn. Bhd. ("**CTOS**") and/or any other credit reporting agency, in accordance with applicable laws. TNGD shall provide You with not less than fourteen (14) calendar days' prior written notice of its intention to make such disclosure or report, via electronic means including in-app notifications or messaging platforms. If You fail to rectify the default or settle all outstanding amounts within the notice period, TNGD may proceed with such disclosure or reporting. TNGD shall not be liable for any disclosure or reporting made in good faith and in compliance with applicable laws.
- 5.3. **Force Majeure:** TNGD shall not be liable for non-performance, interruption or delay in the performance of its obligations under these Terms and Conditions if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond TNGD's reasonable control.
- 5.4. **Variation:** TNGD reserves the right at its absolute discretion to vary, add to, alter or otherwise amend any of these Terms and Conditions or any part thereof by giving you twenty-one (21) days' prior notice of such changes, additions or deletions. You shall have no recourse whatsoever against TNGD for any loss as a result of such variation, addition, deletion, alteration, amendment, or otherwise. You are advised to visit the TNGD's website from time to time to keep updated on the latest variation of these Terms and Conditions (if any). Your continued use of the Soundbox stated herein after the effective date of the amendments to these Terms and Conditions shall be deemed to be your express acceptance of such amendments. If you do not agree to such amendments, you must cease use of the Soundbox and shall not make any further purchase of Soundbox. To the extent permitted by applicable law, TNGD shall not be liable to you for any claims, losses, damages, expenses or costs in whatsoever manner resulting therefrom.
- 5.5. **Governing Law:** These Terms and Conditions shall be governed by the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 5.6. **Definitions:**

"**Auto Debit**" means the automatic direct debit payment service carried out by TNGD for the purposes of the payment of fees in relation to the Operational Contribution by the Merchant(s), whereby the Your periodic official bill statement shall be automatically debited into Your registered TNG eWallet account ;

"**Business Account**" means the digital business eWallet account created with TNGD for Merchant's settlements and fund transfer.

"**Cleared Fund(s)**" means the sum of monies collected from the customers to Merchant(s) less the MDR and/or any other TNGD's fees (as may be applicable) pursuant to the Merchant Agreement;

“Daily Plan” means the Soundbox purchase plan offered by TNGD to its Merchants, under which the Merchant pays a daily Operational Contribution for a minimum commitment period of two hundred nineteen (219) days, subject to the terms herein;

“Items” shall be referred to as the products offered by TNGD to its Merchant(s) which shall be the Merchandise(s) and/or Soundbox(es) (as defined herein);

“Merchandise(s)” means the product(s) offered by TNGD to its Merchant(s), customers or user(s) of TNGD that can be purchased from the Merchant Dashboard by the authorised Merchant(s) of TNGD for the purposes of Merchant(s) business usage(s);

“Merchant(s)” means the merchant as named and more particularly described in the Merchant Registration Form/Page and/or in the Merchant Dashboard in the TNG eWallet and/or as saved and registered in TNGD’s system;

“Merchant Agreement” means the merchant agreement entered into by the Merchant and TNGD pursuant to which TNGD provides payment related services to the Merchant in connection with the Soundboxes purchased under these Terms and Conditions;

“Merchant Bank Account” means a Ringgit Malaysia account held by, in the name of, and maintained by the Merchant at a licensed financial institution or bank in Malaysia and recognised and acceptable to TNGD;

“Merchant Dashboard” means the dual feature in the TNG eWallet which allows Merchants to, among others, track sale transactions and history records, further allow selected staff(s) of TNGD to access such information, make Soundbox Purchase and other purchases of Merchandise(s) as offered by TNGD;

“Monthly Plan” means the Soundbox purchase plan offered by TNGD to its authorized Merchants, under which the Merchant pays a monthly Operational Contribution for a minimum commitment period of twenty-four (24) calendar months, subject to the terms herein;

“Outstanding Payment” means any charges, costs, fees or other amounts payable by You to TNGD which remain unpaid, including without limitation any amounts accrued under the Daily Plan and/or Monthly Plan of Your Soundbox;

“Settlement of Cleared Funds” means the settlement and transfer of the Cleared Funds into the Business Account or Merchant Bank Account at Merchant’s preference in accordance with the Merchant Agreement entered into by the Merchant(s) and TNGD;

“Soundbox(es)” shall be referred to one of products offered by TNGD to its Merchant(s), for the purposes of the Merchant(s) business usage(s) which shall include, but not limited to, the collection of payments, monitoring of real time transactions, updating the Merchant(s) details, and others. For the avoidance of doubt, each Soundbox shall be made up of Quick Response (QR) Code and/or the QR Code standee;

“Soundbox Purchase” means the feature in the Merchant Dashboard of TNG eWallet app that allows the Merchant(s) of TNGD to purchase the Soundbox offered by TNGD, for the sole purposes of their business usage(s);

“Operational Contribution” means the payment provided by the Merchant(s) to TNGD, in relation to a particular product, or content on a regular basis/for a specified period, as offered and determined by TNGD from time to time;

“Soundbox Bundle(s)” means the details of Soundbox package(s) or plan(s) pertaining to the Soundbox Purchase as offered by TNGD to its Merchant(s), wherein the Merchant(s) may choose to purchase Soundbox;

“TNGD” means TNG Digital Sdn Bhd. (Registration No. 201701042478 (1256651-M));

“TNG eWallet” means the electronic wallet mobile application operated by TNGD; and

“You” or **“Your”** shall be referred to the authorised Merchant(s) of TNGD.

APPENDIX 1

1. Fees/Prices for Daily Plan

Plans	Soundbox GO with Sim Card	Soundbox GO	Soundbox Set with Sim Card	Soundbox Set without Sim Card	Soundbox Pocket with Sim Card
Device Cost	RM 1.00	RM 0.80	RM 1.00	RM 0.80	RM 0.60
Daily Operational Contribution (charged daily for 219 days)	RM 1.00	RM 0.80	RM 1.00	RM 0.80	RM 0.60
Operational Contribution Renewal*/ Sim Card (charged monthly after 219 days)	RM 14.00 (Operational Contribution Renewal RM6 + Sim Card RM8)	RM6.00	RM 14.00 (Operational Contribution Renewal RM6 + Sim Card RM8)	RM6.00	RM 14.00 (Operational Contribution Renewal RM6 + Sim Card RM8)

2. Fees/Prices for Monthly Plan

Plans	(A) Soundbox Set with Sim Card	(B) Soundbox Set without Sim Card
Upfront Cost	RM 68.00	RM 60.00
Monthly Operational Contribution (charged monthly for 24 months)	RM 18.00	RM 10.00
Operational Contribution Renewal/ sim card (charged monthly after 24 months)	RM 14.00 (Operational Contribution Renewal RM6 + Sim Card RM8)	RM 6.00