

**CONDITIONS OF ISSUE AND USE OF THE MANJALINK STORED VALUE CARD**

**1. Introduction**

1.1 These Conditions of Issue (the “**Conditions**”) are effective from 25 January 2012 and are binding on all persons to whom or on whose behalf a “ManjaLink Card” (“**ManjaLink**”) is sold to or acquired (“**Card Holders**”). Card Holders are advised to read these Conditions carefully.

1.2 The ManjaLink is issued by Handal Indah Sdn. Bhd. (Company No.: 287467-M) (“**HISB**”), a company incorporated and existing under the laws of Malaysia.

1.3 HISB operates a public bus transportation service between Malaysia and Singapore (the “**Bus Service**”). In addition to the Bus Service, HISB is responsible for the operation of services pertaining to the use of the ManjaLink (the “**ManjaLink Service**”), including to ensure that the services rendered for purchases made via the ManjaLink are performed.

1.4 The ManjaLink Service is provided on an “as is” and “as available” basis and the Service Providers (as defined below) shall not be liable for, and make no expressed or implied representations or warranties in relation to, the ManjaLink Service.

1.5 For the purposes of these Conditions:

“**Application Form**” means the application form to be prescribed by the Service Providers from time to time.

“**Authorised Agent**” means an authorised agent or representative of the Service Providers.

“**Authorised Ticketing Office**” means counters or offices operated or authorised by HISB to provide the ManjaLink Service (including the sale of the ManjaLink or the crediting of any Travel Credits to a ManjaLink pursuant to these Conditions) at selected terminals.

“**Card Cost**” means the purchase price, as determined by the Service Providers from time to time, for the purchase of a ManjaLink.

“**Login Details**” means the details provided by a Card Holder during registration for a personal online account at [www.manjalink.com.my](http://www.manjalink.com.my), such details to include a username and password for the purposes of accessing such online account.

“**ManjaLink Reload Cards**” means the cards which contain a one-time activation code that entitles its users to add Travel Credits to a ManjaLink with the value, and via the methods, specified on such cards in accordance with the Conditions herein.

“**MPL**” means ManjaLink Pte. Ltd. (Company Registration No. 201134172M), a company incorporated and existing under the laws of Singapore.

“**ManjaLink Website**” means the official website in relation to the ManjaLink and the services and operations related thereto, such website being operated and maintained by the Service Providers, the home page of which, unless otherwise notified by the Service Providers or their Authorised Agents, shall be [www.manjalink.com.my](http://www.manjalink.com.my).

“**Service Providers**” means HISB and MPL (and “**Service Provider**” shall refer to either one of such entities).

“**Stored Value**” means the Travel Credits stored in a ManjaLink at any point in time.

“**Travel Credits**” means the travel credits purchased by, or at the behest of, a Card Holder from an Authorised Agent of which are credited to that Card Holder’s ManjaLink.

“**Travel Tickets**” means the tickets obtained by a Card Holder in exchange for Travel Credits, such tickets to be utilised by customers for the Bus Service.

**2. General Conditions of Use**

- 2.1 The purchase of the ManjaLink or the ManjaLink Reload Cards, or the use thereof by you, shall be deemed to be acceptance by you of these Conditions and any amendments thereto.
- 2.2 To obtain your ManjaLink, you are required to complete the Application Form and submit it to any Authorised Ticketing Office. You shall, at all times, ensure that the information submitted to the Service Providers and any of their Authorised Agents are accurate and true and you shall take all reasonable endeavours to ensure that such information is updated, whether [via](#) the ManjaLink Website or otherwise. You may also register for additional ManjaLink through the ManjaLink Website.
- 2.3 You shall at all times:
- (a) ensure that you comply with all notices, rules, procedures, instructions and guidelines pertaining to the use of your ManjaLink and ManjaLink Reload Cards as prescribed and issued by the Service Providers from time to time, including any operating rules and/or policies that may be published by HISB from time to time; and
  - (b) abide by all applicable laws and regulations relating to the use of your ManjaLink and ManjaLink Reload Cards.
- 2.4 Your ManjaLink is valid at all times unless it is invalidated or cancelled pursuant to the Conditions herein. Any Authorised Agent shall have the right, acting reasonably, to inspect your ManjaLink at any time, including any data stored within your ManjaLink such as balance of Travel Credits and ticketing information.
- 2.5 HISB shall be responsible in ensuring that the ManjaLink Service is operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your ManjaLink, you should contact us by submitting a support ticket via “support.causewaylink.com.my” with details of the discrepancy.
- 2.6 You may at any time present and return your ManjaLink at any Authorised Ticketing Office for the purposes of being refunded the Stored Value in your ManjaLink. HISB reserves the right to impose charges for the termination of your ManjaLink in accordance with the Conditions herein.
- 2.7 You must not tamper with the ManjaLink (including, but not limited to, the software and the data recorded on the ManjaLink) and ManjaLink Reload Cards in any manner. The Service Providers or their Authorised Agents shall not be required to honour transactions, or refund any Stored Value (where applicable), if your ManjaLink (or ManjaLink Reload Card) has been tampered with in any manner.

**3. Obtaining and Using your ManjaLink**

3.1 At the time of purchase of your ManjaLink:

- (a) any Authorised Agent is entitled to collect from the Card Holder an amount representing and in consideration of the Card Cost; and
- (b) the Card Holder is required to purchase a minimum amount of Travel Credits to be determined by the Service Providers from time to time.

3.2 You are advised to examine your ManjaLink (or your ManjaLink Reload Card, where applicable) and/or any change tendered immediately upon the completion of any transaction (including the purchase of your ManjaLink or your ManjaLink Reload Card or the crediting of Travel Credits to your ManjaLink) whether at any Authorised Ticketing Office or at the premises of a Service Provider or an Authorised Agent. The Service Providers and/or their Authorised Agents shall not be liable for any error or omission not drawn to their attention at the time of such transaction or immediately thereafter.

3.3 Your ManjaLink allows you to:

- (a) purchase and accumulate Travel Credits which can be used in exchange for Travel Tickets; and
- (b) record the “purchase” of Travel Tickets, which may entitle you to rebates (or any other benefits, privileges or incentives as may be determined by the Service Providers from time to time) if you satisfy certain usage targets (to be determined by the Service Providers from time to time) which are calculated at the end of each month or at such other time at the discretion of the Service Providers. To be entitled to such rebates (or any other benefits, privileges or incentives as the case may be), you are required to present your ManjaLink prior to the purchase of your Travel Ticket.

3.4 Notwithstanding the payment by you of the Card Cost, your ManjaLink shall at all times remain the exclusive property of the Service Providers.

3.5 Your ManjaLink shall expire if it is not utilised in any manner for a consecutive period of two (2) years. Upon such expiry, any Stored Value will be automatically forfeited.

3.6 The Service Providers or any of their Authorised Agents, may at their discretion, acting reasonably, not permit the use of any ManjaLink where:

- (a) such ManjaLink is suspected of being a counterfeit, stolen, tampered with or had been issued fraudulently;
- (b) the Stored Value within such ManjaLink was fraudulently or illegally credited or altered; or
- (c) such ManjaLink is otherwise faulty, damaged or invalid for use by the Card Holder.

**4. Adding Value to ManjaLink**

- 4.1 In order to utilise your ManjaLink to obtain Travel Tickets, you are required to purchase Travel Credits for a fee to be notified by the Service Providers from time to time. Such purchases can be made:
- (a) at any Authorised Ticketing Office;
  - (b) by way of the ManjaLink Reload Cards; or
  - (c) by such other means as determined and notified by the Service Providers from time to time.
- 4.2 ManjaLink Reload Cards can be purchased from those Authorised Ticketing Offices or Authorised Agents which are listed on the ManjaLink Website. Upon the activation of the relevant code found on such ManjaLink Reload Cards via the prescribed methods stated thereon (such methods to include activation via the ManjaLink Website), you may then tap your ManjaLink to be credited with the relevant Travel Credits at any of the designated self-service stations in order for such Travel Credits to be credited into that ManjaLink.
- 4.3 A fee (as determined by the Service Providers from time to time) may be imposed for utilising services to credit Travel Credits to your ManjaLink. Kindly note that Authorised Agents will only credit Travel Credits to your ManjaLink where the Travel Credits to be credited:
- (a) is above a minimum amount; and
  - (b) are in multiples of a specified amount,
- where such amounts will be notified by the Service Providers from time to time.
- 4.4 Kindly note that Authorised Agents will not offer you any discounts, rebates, benefits, privileges or incentives to purchase Travel Credits for your ManjaLink or ManjaLink Reload Cards unless as part of an official promotion authorised by the Service Providers. You should not attempt to purchase Travel Credits or ManjaLink Reload Cards if you have any suspicion that the Authorised Agent may not be so authorised.
- 4.5 The Service Providers or their Authorised Agents will not honour any Travel Credits credited to your ManjaLink by any means not authorised by the Service Providers under these Conditions (including any Travel Credits or ManjaLink Reload Cards credited or sold to you (where applicable) from agents, representatives or persons not authorised by the Service Agents to perform such transactions) or through any means which is or may be reasonably considered to be unlawful. The Service Providers or their Authorised Agents shall not be responsible to you for any ManjaLink Reload Card which cannot be used by you pursuant to these Conditions (including where any ManjaLink Reload Card obtained by you is considered by the Service Providers or their Authorised Agents, acting reasonably, to be unauthentic or purchased or acquired via unauthorised means).

**5. Determination of Value in a ManjaLink**

- 5.1 Any determination of the Stored Value by the Service Providers or their Authorised Agents shall, save for any manifest error, be final, conclusive and binding against the Card Holder.

**6. ManjaLink Online System**

- 6.1 You are responsible for maintaining the confidentiality of your online username and password ("**Login Details**"). You shall at all times take reasonable precautions to prevent any unauthorised or fraudulent use of your Login Details.
- 6.2 You agree to accept responsibility for all activities that occur under your ManjaLink online account. You should notify us immediately if you have any reason to believe that your Login Details have become known to anyone else, or if the Login Details are being, or are likely to be, used in an unauthorised manner.

**7. Loss and damage of your ManjaLink and ManjaLink Reload Card**

- 7.1 You shall use all precautions to prevent and safeguard your ManjaLink (and ManjaLink Reload Card) against loss, damage, theft and any unauthorised use. Such unauthorised use shall include any manipulation, copying, reverse-engineering, tampering with or modification of the same.
- 7.2 Each of MPL, HISB and the Authorised Agents are not responsible for any financial losses incurred due to the loss of a ManjaLink (or ManjaLink Reload Card) and are under no obligation whatsoever to prevent the use of a lost ManjaLink (or ManjaLink Reload Card) by any person other than the Card Holder.
- 7.3 The Service Providers have the right to recover all direct and indirect costs, expenses, losses and damages suffered or incurred by the Service Providers as a result of your altering or interfering, or permitting a third party to alter or interfere, with the data on your ManjaLink.
- 7.4 You are required to co-operate with the Service Providers or any of their Authorised Agents and, if appropriate, the police or any other regulatory or public authority, in recovering your ManjaLink if it is lost or stolen or if there are reasonable grounds to suspect suspicious behaviour.
- 7.5 If your ManjaLink or ManjaLink Reload Card becomes faulty or damaged, you are required to bring your ManjaLink or ManjaLink Reload Card (as the case may be) to any Authorised Ticketing Office in order to obtain a replacement ManjaLink or ManjaLink Reload Card (where applicable). Upon confirmation by a Service Provider or any of their Authorised Agents that the faulty or damaged ManjaLink or ManjaLink Reload Card (where applicable) was due to no fault or negligence on your part:

- (a) in respect of a ManjaLink, you will be issued with a new ManjaLink and your account will be credited with the amount due to you (as determined at the discretion of any Authorised Agent). Any Stored Value within the faulty or damaged ManjaLink shall be transferred to your newly issued ManjaLink without any additional fee; and
- (b) in respect of a ManjaLink Reload Card, you will be presented with a new ManjaLink Reload Card of similar or equivalent value.

## 8. **Exclusion of Liability and Indemnity**

8.1 Notwithstanding anything to the contrary stipulated herein, the Service Providers or their Authorised Agents shall not be liable to you or any third party authorised by you or making such claim on your behalf for any loss, damage, expenses, claims, injury, whether direct or indirect, that you may incur or suffer in connection with:

- (a) the issue or use of (or inability to use) the ManjaLink or ManjaLink Reload Card by you or any Card Holder;
- (b) any delay, suspension or discontinuance in the issuance of the ManjaLink or ManjaLink Reload Card;
- (c) any malfunction, unauthorised use, or defect in the ManjaLink or ManjaLink Reload Card or any part thereof;
- (d) any upgrading, modification or maintenance works by the Service Providers or their agents or representatives to the ManjaLink Service;
- (e) withdrawals of any benefits, privileges or incentives conferred upon a Card Holder by the Service Providers at any time; or
- (f) any act or omission beyond the control of the Service Providers.

8.2 You agree to indemnify the Service Providers and/or their Authorised Agents against any loss, damage, expenses, claims, injury, demands (including any legal fees) which may result or which the Service Providers and/or their Authorised Agents may incur in connection with or arising from the provision of the ManjaLink Service to you as a result of any fault or negligence on your part.

## 9. **Amendments**

9.1 The Service Providers may, from time to time, at their absolute discretion, amend any of these Conditions. Any such amendments will be notified to you by way of a notice on [the](#) ManjaLink Website, at each Authorised Ticketing Office, the premises of the Service Providers and their Authorised Agents and any such other premises to be determined by HISB or MPL.

**10. Partial Invalidity**

10.1 If, at any time, any provision within these Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of such provision or the remaining provisions under the law of any other jurisdiction shall not in any way be affected or impaired.

**11. No waiver**

11.1 No failure or delay on the part of the Service Providers or any of their Authorised Agents in exercising any right or remedy pursuant to these Conditions shall operate as a waiver of such right or remedy. The rights and remedies provided in these Conditions are cumulative and are not exclusive of any other rights or remedies provided by law.

**12. Personal Data**

12.1 HISB shall have the right to use your personal data and information for the purpose of operating the ManjaLink Service including but not limited to the transfer of personal data and information to related companies, subsidiaries and outsourcing partners of HISB.

12.2 By accepting these Conditions, you agree that HISB and its subsidiaries or related companies are permitted to share and use your personal data and information for the purposes of operating the ManjaLink Service in accordance with applicable laws.

**13. Other terms**

13.1 In the event of any discrepancies or inconsistencies in the meaning between the English texts of these Conditions and such text provided in any other language, the text in English shall prevail.

13.2 Clause 6 (*ManjaLink Online System*), Clause 8 (*Exclusion of Liability and Indemnity*), Clause 12 (*Personal Data*) and Clause 15 (*Governing Law*) shall survive the termination of this Conditions.

13.3 All notices, requests and/or other communications to be given by you to the Service Providers shall be made via the prescribed methods found at [support.causewaylink.com.my](http://support.causewaylink.com.my)

14. **Entire Agreement**

14.1 These Conditions constitute the entire agreement between the Service Providers and each Card Holder in relation to the subject matter stipulated herein and supersedes all other previous agreements, understandings, terms and conditions, representations and warranties relating to the same unless otherwise notified to you by the Service Providers.

15. **Governing Law**

15.1 The construction, validity and performance of these Conditions shall be governed and construed by the laws of Malaysia. The Service Providers and each Card Holder hereby submits to the non-exclusive jurisdiction of the courts of Malaysia.