

Overseas Transfer Terms & Conditions

In these Overseas Transfer Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refer to any person who utilizes the Finexus Kayaaku Overseas Transfer service, and references to “We”, “Our”, “Ours” and “Us” refer to **Finexus Cards Sdn Bhd**.

1. Eligibility

- 1.1. You may be required to complete identity verification or provide additional documents to comply with regulatory requirements imposed on Us.
- 1.2. This service may only be used for personal and lawful purposes. Commercial or business transfers are not permitted unless specifically approved.

2. Use of the Service

- 2.1. You may send money to a recipient (“Beneficiary”) in other countries as supported by the service.
- 2.2. You must ensure that all details provided, including but not limited to the Beneficiary’s Name, Beneficiary’s Account Number, Mobile Number, Amount, Bank/eWallet details, and any other supporting information provided, are accurate and complete and to our satisfaction.
- 2.3. We reserve the right to decline, delay, or cancel any transaction in our absolute discretion, including if we view or suspect that such transaction does not meet regulatory, security, or operational requirements.
- 2.4. Our Finexus Overseas Transfer service is provided on an "as-is" and "as-available" basis, and the use of such service is at your own risk. We disclaim all warranties of any kind, including but not limited to availability, accessibility, and uninterrupted use of such service. These Terms are part of Finexus services, and these Terms form an integral part of and must be read together with all of our terms and conditions found at <https://home.finexuscards.com/terms-and-conditions/>.
- 2.5. We reserve the right to change, restrict, vary, suspend, or modify these Terms in such manner as we deem fit.
- 2.6. We will not be liable to you for any matter that is unforeseeable or beyond our sole control, or if such matter was foreseeable but the consequences of which would have been unavoidable despite all efforts by us to mitigate or prevent such matter.

3. Fees and Exchange Rates

- 3.1. A service fee will apply to each transfer. The applicable fee and foreign exchange rate will be displayed before You confirm Your transaction and will be final at the time of confirmation.

3.2. Exchange rates and our fees may change from time to time and without prior notice based on market conditions.

3.3. In the event of a cancellation or failed transaction, any applicable non-refundable fees or charges will be clearly stated.

4. Compliance and Restrictions

4.1. All transfers are subject to applicable anti-money laundering (AML), counter-terrorism financing (CTF), and sanctions laws in Malaysia and the receiving country.

4.2. You must not use the service for illegal or prohibited purposes, including but not limited to fraud, gambling, money laundering, funding of terrorism, or violations of sanctions.

4.3. We may freeze or reject transactions and report suspicious activity to authorities without prior notice.

5. User Responsibilities

5.1. If You wish to perform a transaction under this service, You must initiate a transaction in Our Finexus Wallet mobile app or web portal.

5.2. You are responsible for the accuracy, correctness, and completeness of transaction details in the payment.

5.3. You are responsible for ensuring that sufficient funds are available before initiating a transfer.

5.4. You are responsible for any error or loss caused by incorrect information You provide, including any service fees and charges.

5.5. You unequivocally agree to indemnify, on Our demand, against all claims, losses, liabilities, proceedings, demands, costs and expenses (including legal fees) which may result or which We may sustain in whatsoever manner to or arising out in connection with Your use or misuse of the Services, Your violation of these terms or any law, or Your violation of any rights of a third party or which We may incur by reason of the provisions herein or enforcement of Our rights. This obligation to indemnify includes holding harmless the following persons: (i) Us, (ii) Our affiliates and related corporations; (iii) and their respective directors, agents, partners, employees and consultants.

5.6. The service may be accessible from outside Malaysia. However, We accept no liability for any violation of foreign laws resulting from Your actions.

5.7. You acknowledge that We may terminate Your use of this service with Us for any reason, with prior notice.

5.8. We will notify You on the status of each successful, failed or rejected transaction via any of Our available communication channels.

5.9. You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Beneficiary is the intended recipient, and We shall not be liable for transferring the funds to such Recipient even if such person is not the intended recipient.

5.10. Pursuant to Clause 5.9 above, You agree that once the transaction has been confirmed, it will be deemed irrevocable and You will not be able to cancel, stop, or perform any changes to that transaction.

6. Limitation of Liability

6.1. Notwithstanding anything to the contrary contained herein, Our sole and maximum liability to You in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with any transfer of funds or this Terms shall not exceed the amount of the transaction which gave rise to the claim or the direct damages that You proof to be suffered, whichever is lower.

6.2. You acknowledge and agree that, unless expressly prohibited by mandatory laws, We shall not be liable to You for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind in respect to any matter of nature in connection with the service offered by Us arising from:

6.2.1. Your negligence, misconduct or breach of any of these Terms;

6.2.2. Insufficient funds in Your Account for Us to process the transaction;

6.2.3. You have exceeded Your transfer limit;

6.2.4. Any erroneous transfer of funds by You, including any transfer of funds to the wrong Beneficiary; or

6.2.5. The suspension, termination or discontinuance of this service.

6.3. We shall not be liable for damages for delay, non-payment or underpayment of our remittance or money transfer services, or non-delivery of any supplemental message, whether caused by negligence on the part of our employees or partners or otherwise, beyond the sum equivalent to RM100, except where prohibited by Malaysian law.

6.4. We shall not be liable for any indirect, special, incidental, or consequential damages.

7. Data Protection and Privacy

7.1. Your personal data will be collected and processed in accordance with applicable data protection laws and our privacy policies.

7.2. By using the service, You consent to the collection, use, and disclosure of Your information for purposes related to transaction processing, compliance, and verification.

7.3. Your information may be shared with regulatory authorities or third-party partners where required by law.

7.4. We may collect and analyse information about Your use of the Service from time to time to improve the Service, prevent fraud, and comply with legal requirements which such as training or developing our or our affiliates' machine learning model for any reason, including but not limited to identifying instances of transactional fraud or unlawful activity.

7.5. For more information on our privacy practices, please see <https://home.finexuscards.com/terms-and-conditions/>

8. Service Availability

8.1. The service may occasionally be unavailable due to maintenance, technical issues, or external disruptions.

8.2. We do not guarantee uninterrupted or error-free operation but will make reasonable efforts to restore availability promptly.

9. Amendments

9.1. You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by communicating to You via adequate notices in a manner as We deem appropriate.

9.2. The updated Terms will be published through the official website or mobile app. Continued use of the Service constitutes acceptance of the revised Terms.

10. Governing Law

10.1. These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

10.2. Any dispute arising from the use of the Service shall be subject to the exclusive jurisdiction of the courts of Malaysia.