

Terms of Service

1. Introduction

Welcome to Sungai Wang Services Sdn. Bhd.. By using our money remittance and e-wallet services, you agree to comply with and be bound by these Terms of Service ("Terms"). Please read these Terms carefully before using our services.

2. Definitions

- **"We", "Us", "Our"**: Refers to Sungai Wang Services Sdn. Bhd.
- **"You", "User"**: Refers to any individual or entity using our services.
- **"Services"**: Refers to the money remittance and e-wallet services provided by Sungai Wang Services Sdn Bhd., and our partners.
- **"Website"**: Refers to www.sungaiwangservices.com

3. Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our Services.

4. Eligibility

To utilize our Services, you must be at least 18 years of age and possess the legal capacity to enter into a binding agreement, either as an authorized individual or as a representative of any entity instructing us to provide our Services. By accessing and using our Services, you hereby represent and warrant that you satisfy these eligibility criteria.

5. Account Registration

5.1 Account Creation

- To use our Services, you must create an account by providing accurate and complete information as prompted by our registration form.
- Our account opening services are conducted by Finmo Tech Pte. Ltd. (Finmo), which holds a Major Payment Institution (MPI) Licence issued by the Monetary Authority of Singapore (MAS) under MAS Licence number: PS20200640. By proceeding with the account creation, you agree to Finmo's Terms and Conditions, which can be found at <https://finmo.net/terms-conditions>.
- You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. By proceeding with account registration, you agree to adhere to Finmo's Terms and Conditions, available as well as our own Terms of Service. Please note that you are responsible for complying with Finmo's terms at all times. Sungai Wang Services Sdn. Bhd. is not liable for any account closure actions taken by Finmo in accordance with their policies.

5.2 Account Security

- You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
- We will not be liable for any loss or damage arising from your failure to comply with this section.

6. Services

6.1 Money Remittance

- You can send money to recipients in supported countries using our remittance service.
- You are responsible for providing accurate recipient information. We are not liable for funds sent to incorrect recipients due to inaccurate information provided by you.

6.2 E-Wallet

- You can store funds in your e-wallet for future transactions.
- The funds in your e-wallet are not insured or guaranteed by any government or insurance program.

7. Fees and Charges

- You agree to pay all fees and charges associated with your use of our Services as described in our Fee Schedule.
- We reserve the right to change our fees at any time, and we will notify you of any fee changes in advance.

8. Receiving of Funds

- When receiving funds through our money remittance or e-wallet services, you are responsible for providing accurate information, including bank details and any other relevant information required for the successful transfer of funds.
- Our staffs may, from time to time, request additional supporting documentation to verify and substantiate your use of our Services.
- We will not be responsible for delays or misapplication of funds arising from incorrect details provided by you or third-party failures.
- Funds transferred to you via our Services must not be used for any illegal or prohibited activities, including money laundering, fraud, or financing of terrorism.
- We reserve the right to place holds on or delay the release of any funds if we detect suspicious or potentially illegal activity.
- All transactions are subject to applicable anti-money laundering (AML) and counter-terrorism financing (CFT) regulations.

9. User Conduct

- You agree to use our Services only for lawful purposes and in accordance with these Terms.
- You agree not to engage in any conduct that could harm our Services or interfere with the use of our Services by others.

10. Prohibited Activities

You agree not to use our Services at all times for:

- Illegal activities, including but not limited to money laundering, fraud, and terrorism financing.
- Transmitting or distributing viruses or other harmful software.
- Collecting or storing personal data about other users without their consent.

- Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- The transmission of funds to any individuals or entities listed on the Sanctions List maintained by Bank Negara Malaysia.

11. Privacy

- We value your privacy and are committed to protecting your personal information. Please review our Privacy Policy to understand how we collect, use, and disclose your information.
- By using our Services, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

12. Intellectual Property

- All content, trademarks, and data on our website and within our Services are the property of Sungai Wang Services Sdn. Bhd. or its licensors and are protected by applicable intellectual property laws.
- You may not use, reproduce, or distribute any content from our Services without our prior written permission.

13. Termination

- We may terminate or suspend your account and access to our Services at our discretion, without prior notice, if you violate these Terms or for any other reason.
- Upon termination, you must cease all use of our Services and forfeit any funds remaining in your e-wallet.

14. Disclaimers and Limitation of Liability

- Our Services are provided "as is" and "as available" without any warranties, express or implied.
- We do not guarantee that our Services will be uninterrupted, error-free, or secure.
- In no event will we be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our Services.

15. Indemnification

You agree to indemnify, defend, and hold harmless Sungai Wang Services Sdn. Bhd., its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising from your use of our Services or your violation of these Terms.

16. Governing Law

These Terms are governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Malaysia to resolve any disputes arising from these Terms or your use of our Services.

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17. Changes to Terms

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on our website. Your continued use of our Services after any such changes constitutes your acceptance of the new Terms.

18. Contact Information

If you have any questions or concerns about these Terms or our Services, please contact us at hello@sungaiwangservices.com

19. Miscellaneous

- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.