

TERMS OF USE

Welcome to Tzu Chi's online donation portal. We would like to thank you for using the online donation system to support Tzu Chi Foundation's charitable missions. Your privacy is very important to us. We incorporate standard data security processing mechanisms and technology such as firewall and SSL to ensure your online transaction is safe and secured.

The following terms of use constitute an agreement between you and us.

General

- 1.1 You agree that these Terms of Use contained herein including the Personal Data Protection Policy governs your use of the services including but not limited to donate your contribution via the online portal and payment gateway for our charitable missions ("**Services**") as provided in our website ("**Website**") and our mobile application ("**Application**"), if any, (collectively known as "**Channels**").
- 1.2 We may collect visitors' traffic and statistics via the Website through the use of "cookies". The statistics are anonymous and does not in any way identify your identity. We may also track your visit by using third-party software, tools or system where we could be able to identify you without any information provided by you. However, you may at any time disable the "cookies" function in your browser but you may not be able to access certain features or functions in the Website.
- 1.3 If you do not agree to be bound by these Terms of Use, please refrain or cease from using the Channels immediately.

Registration as Member or Donor

- 2.1 You shall be solely responsible for your personal information notwithstanding Tzu Chi using and protecting your personal information in accordance with our Personal Data Protection Policy which is available at the Website. You acknowledge that no data transmission over the internet can be completely secured, and we cannot give an absolute assurance that your personal information you provide to us will be secured at all times. If you object to your personal information being used, please refrain or cease from using the Services immediately.
- 2.2 You acknowledge that you can perform online donation if you refused to register as a member or donor via the Website. However, if you do not register as a member or donor in any of our Channels, your activity in the Channel might be limited to certain extent or circumstances that may be prescribed by us from time to time without prior notification.
- 2.3 Tzu Chi may at its sole discretion limit your activity, temporarily or indefinitely suspend or terminate your membership of such Channel and refuse to provide the Services to you if: (a) you breach any Terms of Use hereof or any terms incorporated by reference; (b) we are unable to verify or authenticate any information provided to us which we deemed is requisite and necessary; or (c) we believe that your actions may cause financial loss or legal liability to us.
- 2.4 We shall at our sole discretion change some or all of the Services at any time. In the event Tzu Chi introduces a new service or terms of services, we will notify you during your next access to the Services and it shall be effective on the date expressly stated as the effective launch date of such service.

Terms of Online Donation

- 3.1 You represent and warrant that (a) any credit or financial information you supply is true and complete; (b) charges incurred by you will be honoured by your credit or debit card company or the financial institution or the online payment platform or e-wallet; and (c) you will pay the charges incurred by you at the posted prices, including any applicable taxes.
- 3.2 Save except as permitted by law, Tzu Chi does not and will not hold, possess or store any sensitive data or information of your credit card, debit card, e-wallet or banking account such as your password or temporary authorisation code (TAC).
- 3.3 Subject to law, court order, instruction or request made by any competent authority, Tzu Chi may disclose your personal data to such competent authority for the purpose of assisting the authority for investigation pertaining to anti-money laundering or other criminal offences.
- 3.4 All online donations are to be made in Ringgit Malaysia (MYR) only. If you are using foreign bank accounts, credit or debit card or e-wallet, subject to the legal restrictions imposed by such financial service provider, credit or debit card issuer or e-wallet service provider, your donation could or might be converted to Ringgit Malaysia. Tzu Chi shall not be held liable responsible for any loss or impairment of foreign exchange rate and services or transaction fees incurred thereof.
- 3.5 Tzu Chi Foundation is a registered charitable organisation in Malaysia which all donations made to the below are eligible for income tax deduction in Malaysia only:

(I) Tabung Kebajikan dan Pendidikan Yayasan Taiwan Buddhist Tzu Chi Malaysia (Welfare and Education Fund), and/or

(II) Tabung Pembinaan Tzu Chi International School Kuala Lumpur (TCISKL Construction Fund (Tax Exempt)).

To qualify for tax-deduction, you must provide the following particulars to us:

- a. For Individual donors:
 - i. Donor's full name as per Malaysian National Registration Identity Card (NRIC) or passport;
 - ii. NRIC or passport number; and
 - iii. Complete and latest correspondence address;
 - b. For Non-Individual donors:
 - i. Donor's corporate or entity name,
 - ii. Corporate or entity's registration number; and
 - iii. Complete and latest correspondence address.
- 3.6 To the best effort of Tzu Chi, Tzu Chi will deliver a receipt(s) to you within two (2) to three (3) weeks for each and every transaction of online donation calculating from such successful online donation to the latest correspondence address as specified by you. We shall not be responsible for any loss of receipt in the event that the address that provided by you is not complete or undeliverable due to any reason whatsoever.
 - 3.7 You will receive a confirmation message as our thank you note upon completing a successful online donation.

- 3.8 Tzu Chi shall not be responsible or be held liable for any damages, losses or impairments caused by the online payment gateway service provider or any fault or act that not caused by us during the course of performing the online donation.

Intellectual Property Rights

- 4.1 You acknowledge and agree that the copyright and other intellectual property rights in the Channels and in all information and materials therein ("**Channel Content**") are owned by Tzu Chi, its affiliates, suppliers or licensors unless otherwise expressly indicated. The Channel Content is protected by Malaysian and international copyright and trademark laws.
- 4.2 You agree that you will not do any of the following without our prior written permission:
- 4.2.1 use our trademarks or logo bearing the name of Tzu Chi or its affiliates;
 - 4.2.2 reproduce, copy, modify, merge, adapt, translate, re-publish, frame, upload to a third party, post, transmit, broadcast, communicate to the public or otherwise make the Channel Content available to the public;
 - 4.2.3 transmit or display the Channel Content on any computer, system or network which permits electronic access by more than one user at a time;
 - 4.2.4 use, sell, assign, rent, sub-licence or otherwise deal with the Channel Content except as permitted by these Terms of Use;
 - 4.2.5 reverse engineer, decipher, decompile or otherwise disassemble any portion of the Channel Content or use any part of the same to provide or incorporate into, any product of service provided to a third party; or
 - 4.2.6 any other act or omission which infringes Tzu Chi's rights.
- 4.3 If you are interested in a part of the Channel Content solely for your own personal and non-commercial use, you may save a single copy, print one or download one.

Modification of These Terms and The Channels

- 5.1 You agree that Tzu Chi may at any time, at its sole discretion, modify:
- 5.1.1 The display, look and feel of the Website;
 - 5.1.2 The Channel Content; or
 - 5.1.3 These Terms of Use and the Personal Data Protection Policy, with such modifications automatically being effective from the time that they are initially posted on the Channel or such date as specifically stated in our notification to be posted on our Channel.
- 5.2 Your use of the Channel and the Services following any such change constitutes your agreement to follow and continue to be bound by these Terms of Use as revised or changed. For this reason, we strongly recommend that you review these Terms of Use whenever you use the Channel prior to your use of the Services.

Third Party Links and Advertising

- 6.1 Tzu Chi may provide hyperlinks to third party sites ("**Linked Sites**") for convenience only, and the inclusion of the hyperlink does not imply any endorsement of the Linked Site by Tzu Chi or our affiliates. In addition, the inclusion of third party advertising on the Channel (whether with or without hyperlinks) is not an endorsement or recommendation of the third party advertiser by Tzu Chi or our affiliates.
- 6.2. You acknowledge and agree that Linked Sites are not under the control of Tzu Chi and that we are not liable or responsible for:
 - 6.2.1 any act, omission or negligence of any person who administers or owns any Linked Sites;
 - 6.2.2 the copyright compliance, legality or decency of any Linked Sites;
 - 6.2.3 the accuracy or reliability of any information provided by any Linked Sites;
 - 6.2.4 the privacy policies of the Linked Sites;
 - 6.2.5 any goods or services provided by any person who administers or owns any Linked Sites; or
 - 6.2.6 the performance of any obligation owing to by any person who administers or owns any Linked Sites.

Channel Usage

- 7.1 You agree that when using the Channel, you will not:
 - 7.1.1 interfere with the usage of the Channel by others;
 - 7.1.2 use the Channel in an illegal or immoral manner or against any public policy;
 - 7.1.3 upload, post, email or otherwise transmit any document or information to the Channel that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, seditious, hateful, or racially, sexually, ethnically or otherwise objectionable or vilifying;
 - 7.1.4 upload, post, email or otherwise transmit any document or information to the Channel that infringes any Intellectual Property Rights of any person;
 - 7.1.5 post or transmit any unsolicited advertising or promotional materials;
 - 7.1.6 attempt to gain unauthorized access to any of the Channel, user accounts, computer systems or networks through hacking, password mining or any other means;
 - 7.1.7 upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - 7.1.8 interfere with or disrupt the Channel, the server hosting the Channel, or servers or networks connected to the server hosting the Channel.

Representations and Warranties

- 8.1 You acknowledge and agree that apart from where required by law, the Channel, all Channel Content and the Services are provided "as is" without warranties of any kind, express or implied. Tzu Chi including its affiliates, office bearers, employees and volunteers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- 8.2 You acknowledge that, apart from where stated to the contrary on the Channels, we have not made any representations or given any warranties:
 - 8.2.1 as to the functionality or content of Services, the Channels;
 - 8.2.2 as to the accuracy, or completeness of any of the Channel Content;
 - 8.2.3 that access to the Channels will be uninterrupted or error free or that the Website or the server which stores and transmits the Channel Content to you are free from viruses;
 - 8.2.4 that any links contained on the Channel shall provide you with any useful information; and
 - 8.2.5 that content provided on the Channel and Services are applicable or appropriate for use in locations outside of Malaysia.

Disclaimer

- 9.1 To the maximum extent permitted by law, neither Tzu Chi nor our affiliates nor the office bearers, employees and volunteers of Tzu Chi and its affiliates will be under any liability to you, in contract, tort or otherwise, in respect of any loss or damage (including consequential loss or damage, loss of profits, economic loss or loss of information) which may be suffered or incurred or which may arise directly or indirectly in respect of:
 - 9.1.1 your use of the Channels;
 - 9.1.2 the accuracy, completeness or usefulness of any Channel Content or information contained in the Channels;
 - 9.1.3 your use of any other websites that the Linked Sites links to;
 - 9.1.4 any goods or services supplied pursuant to these Terms of Use; or
 - 9.1.5 failure of Tzu Chi to comply with its obligations under these Terms of Use.
- 9.2 If you are dissatisfied with any content on the Channel, or with these Terms of Use, your sole and exclusive remedy is to discontinue using the Services. You acknowledge, by your use of the Services, that your use is at your sole risk.
- 9.3 In the event any applicable law does not allow the exclusion of liability set forth above or any part of this exclusion of liability is found to be invalid or unenforceable for any reason, then to the maximum extent permitted by law, the aggregate liability of Tzu Chi under such circumstances for liabilities that otherwise would have been limited shall not exceed the donation amount that you made via the Channels.

Indemnity

10.1 You agree to indemnify and hold Tzu Chi and its affiliates, office bearers, employees and volunteers harmless from any claim or demand made by any third party due to or arising out of your breach of these Terms of Use or your violation of any law or the rights of any third parties or the use of the Channels.

Governing Law

11.1 These Terms of Use shall be construed in accordance with and shall be governed by the laws in force in Malaysia.

11.2 You irrevocably submit to and accept the exclusive jurisdiction of the Courts of Malaysia.

Acknowledgment

12.1 These Terms of Use, including all documents referenced herein, represents the entire understanding between us and any user of the Channels and the Services and shall supersede any other agreements, statements or representations unless otherwise stated. Headings used herein are for reference only and shall not affect the meaning of any terms. Any use of any portion of the Channel is deemed to have accepted these Terms of Use.

Contact Us

13.1 If you have any questions or queries, contact us via 03-62563800 during office hours from Monday to Friday, 830am – 600pm.

I have read, understood and agree to be bound by all of the above Terms of Use. I further agree that Tzu Chi Foundation can collect and use the information provided by me for online donation processing purpose. I understand that I have rights not to provide complete information or personal particulars notwithstanding this will affect my benefits of, including but not limited to tax deductions and receiving donation receipts.