THE CAPITOL

TERMS & CONDITIONS FOR USERS OF THE LICENSE PLATE RECOGNITION ("LPR PARKING SYSTEM")

All the definitions used herein are referred to and adopted as in the 1PAY E-Wallet and ONECARD Member Terms and Conditions of Use.

A. GENERAL

1. These Terms & Conditions shall be applicable to **ALL** users of the LPR Parking System, which is also known as a Cardless Parking System, including but not limited to, ONECARD Member(s) who register their vehicle number(s) in the 1 Utama SuperApp through their ONECARD Member's account.

2. All users of the LPR Parking System acknowledge that they have read, understood, and agreed to these Terms & Conditions.

3. All users of the LPR Parking System may enter the designated car parks, which includes but not limited to the car parks at Bandar Utama Capitol.

4. The usage of the LPR Parking System within the Bandar Utama Capitol Car Park is subject to the rules and regulations of the respective designated car parks.

B. USAGE OF THE LPR PARKING SYSTEM BY ONECARD MEMBER

1. The vehicle number(s) of the ONECARD Member that is registered in the 1 Utama SuperApp shall be linked to the ONECARD Member's account.

2. Upon entry or exit, if your vehicle number(s) is not detected or inaccurately detected, users of the LPR Parking System are advised to press the intercom at the entry/exit lane for further assistance or proceed to the Car Park Office located at Lower Ground for further assistance.

3. The registration of vehicle number(s) does not apply to ONECARD Kids+ members aged thirteen (13) years old and below, as well as ONECARD Members aged sixteen (16) years old and below.

4. No minimum balance is required for parking entry using the LPR Parking System. However, it is advisable that each valid ONECARD Member should top up or have sufficient 1PAY balance in their respective E-Wallet before exiting the carpark to avoid any inconvenience.

5. Car Park Credits in ONECARD (Cash and UPoints) will be merged with the 1PAY balance accordingly once the ONECARD Member agrees to participate in the LPR Parking System in the 1 Utama SuperApp. This process will be irreversible once the LPR Parking System is activated whereby all physical ONECARD will no longer be utilized for any parking payments.

6. Parking charges paid are not eligible for ONECARD UPoints earnings or any ongoing mall promotions.

7. The Operator reserves the right to suspend or terminate a ONECARD Member's access to LPR parking services in the event of:

a) Fraudulent activity, irregularity and/or unauthorized use or misuse of the LPR Parking System;
b) No payment of parking fees issues;
c) Violation of any car park rules, regulations, or these Terms & Conditions.

8. The Operator reserves the right to deny exit at the car park if 1PAY balance is insufficient to pay the car parking fee or where the member's 1PAY E-Wallet is locked or suspended.

i. ONECARD Parking Payment & Rates

1. ONECARD parking rate shall only apply to ONECARD Members who have registered or linked their vehicle number to their ONECARD account.

2. The Operator shall not recognize ONECARD Member's entry without the registration of vehicle number, hence non-ONECARD rate will apply.

3. The LPR Parking System will detect the registered vehicle number and the parking fee will automatically be deducted from the ONECARD Member's 1PAY balance before exiting the designated car park areas i.e lifting of the boom gate.

4. The principal ONECARD Member shall ensure sufficient balance in their 1PAY balance, at all times, to allow both registered vehicles to exit. 1PAY Top Up to the 1PAY E-Wallet can be done via the 1 Utama SuperApp.

5. When using 1PAY to pay for parking fees at 1 Utama City Car Park, car parking fees will be deducted following the CASH-first deduction policy before any other available balances.

6. Upon termination or expiry of ONECARD Membership, any linked vehicle number(s) will be unlinked, and members will no longer enjoy the ONECARD parking rate.

7. The Operator reserves the right to collect and/or claim for any outstanding car park fee without any prior notice to the ONECARD Member.

8. ONECARD Members are required to clear all pending or outstanding car park fee and current car park fee before they can exit the car park.

9. Transaction history of the car park fee will be reflected in 1 Utama SuperApp and a ONECARD Member can view the same by accessing its ONECARD Member account. ONECARD Member can also retrieve receipts of parking transaction via the 1 Utama Super App. Submission of receipts to the Inland Revenue Board of Malaysia ("LHDN") for the purpose of E-Invoice will only be done within thirty (30) days from the parking transaction date.

10. While the Operator strives to ensure continuous system availability, occasional downtime may occur due to maintenance or unforeseen circumstances whereby users are advised to have alternative payment methods such as cash or card payment.

ii. **Vehicle Number Registration**

11. Vehicle number registration can be completed via the 1 Utama SuperApp together with the activation of the ONECARD Member's 1PAY E-Wallet, either before entry into the

designated car park areas or even after entry. However, it must be done before exiting the designated car park areas to enjoy the applicable ONECARD parking rates.

12. Payment pin (as set by the ONECARD Member) will be requested upon registration and editing of vehicle number(s) for security purposes.

13. The car park fees will automatically be deducted from the 1PAY E-Wallet account which is linked to the registered vehicle number(s) of the ONECARD Member.

14. ONECARD Member who does not register their vehicle number(s) in 1 Utama SuperApp will not enjoy ONECARD rate and shall be required to pay standard (non-ONECARD) parking rate before exit.

15. ONECARD Member is responsible in ensuring that all registration information, including vehicle number(s) and payment details, is accurate and up-to-date in the 1 Utama SuperApp.

16. The Operator is not liable for issues or charges on non-ONECARD rate from any registration errors, not up-to-date vehicle number(s) and incorrect information submitted by ONECARD Member via the 1 Utama SuperApp.

17. Once registered, the vehicle number(s) will be linked to the ONECARD Member's account for a seamless 1PAY car park payment; however, should a vehicle number be previously registered by another member and there being any concurrent use of vehicle number(s), the registered proprietor of the vehicle number(s) is required to provide supporting documents of proof of ownership for any continued usage, in which the Operator will review before making a final decision.

18. Car Park Credits in ONECARD (Cash and UPoints) will be merged with 1PAY balance accordingly once the ONECARD Member agrees to participate in the LPR Parking System in the 1 Utama SuperApp.

19. Registered vehicle number(s) cannot be edited or deleted once the vehicle has entered the designated parking areas at Bandar Utama Capitol Car Park. Any changes to the registered vehicle number(s) can only be made when the vehicle is not within such designated parking areas.

20. ONECARD Members must promptly update or remove their vehicle registration in the 1 Utama SuperApp in the event of any changes to the vehicle details (i.e vehicle number, car model etc) disposals, or transfers to other party in order to prevent unauthorized use.

21. If the registered vehicle number is not detected by the Operator's LPR Parking System due to limitation of the system, the ONECARD Member is advised to re-register the vehicle number as per displayed on the LED to continue to enjoy the ONECARD parking rate.

iii. Registration of Second Vehicle number

22. Each ONECARD Member can register up to a maximum of two (2) vehicle numbers via the 1 Utama SuperApp.

23. The principal ONECARD Member is fully responsible for all parking fees incurred by both registered vehicles.

24. Both registered vehicle numbers can enter the designated car park areas at the same time or day and the car park fee will be calculated and deducted accordingly from the same principal ONECARD Member's account.

25. If two registered vehicle numbers are linked to the same account with season pass, only the first registered vehicle that enters the designated car park areas at Bandar Utama Capitol Car Park will be recognized as having the season pass whereas the second registered vehicle will be entitled to enjoy the ONECARD Member parking rate.

C. USAGE OF LPR PARKING SYSTEM BY NON-ONECARD MEMBER

1. As a non-ONECARD Member and general user of the LPR Parking System, the non-ONECARD parking rate shall apply.

2. Such user shall make the payment of the car park fee at the exit terminal.

3. Upon entry or exit, if your vehicle number(s) is not detected or inaccurately detected, users of the LPR Parking System are advised to press the intercom at the entry/exit lane for further assistance or proceed to the Car Park Office located at Lower Ground for further assistance.

4. E-Invoice shall be generated and provided either through the print-out receipt from the Parking Pay Station or at the website link made available once the QR code has been scanned and once payment has been made.

D. OTHERS

1. All transactions are **final and non-reversible**, except as permitted under these Terms & Conditions at the sole discretion of the Operator.

2. By using the Bandar Utama Capitol Car Park facility and the LPR Parking System, users consent to the collection of personal data for security and payment processing purposes, in accordance with the **Personal Data Protection Act 2010**.

3. The LPR Parking System relies on camera recognition technology. Factors such as dirty or obscured license plates may affect accuracy. All ONECARD Members who register their vehicle number should ensure that their license plates are clean and clearly visible.

4. The Operator reserves the right to modify these Terms & Conditions at any time, at their sole discretion. Continued use of the LPR Parking System at the Bandar Utama Capitol Car Park after amendments to these Terms & Conditions shall be deemed as acceptance of the revised terms.

i. E-Invoice

1. All invoices, credit notes, and debit notes issued under this LPR Parking System, if any, shall be generated, transmitted, and received electronically in compliance with the prevailing E-Invoicing mandate and technical specifications as prescribed by LHDN, ensuring that the validated electronic version constitutes the official record for tax and contractual purposes.

ii. Refund of Car Park Fee

2. All refund or dispute requests to car park fee must be made to the Operator within thirty (30) days from the date of the parking transaction. All refunds of car park fee will be made to a bank or card account of a Malaysian licensed financial institution in the name of the ONECARD Member or the individual requesting for the refund (with proper proof of receipt) and not to any third-party accounts. Refunds will not be made in physical cash.

3. If the ONECARD Member or the individual requesting for the refund do not provide the necessary bank or card account details for the refund and the Operator is unable to contact them after a period of thirty (30) days from the requested refund date, the Operator will not be liable for any compensation, loss or damage whatsoever.

iii. Indemnity

4. Users of the Bandar Utama Capitol Car Park areas agree to release, waive and discharge the Operator from all liability for any loss, theft, or damage and any claim or cost arising from or related to the use of the designated car park areas.

5. The Operator shall under no circumstances be liable for any damages suffered or loss incurred by a ONECARD Member or LPR Parking System user in respect of the use of the LPR Parking System and the usage of the Bandar Utama Capitol Car Park.

POLICY OF PRIVACY & DATA PROTECTION

BANDAR UTAMA CAPITOL SDN BHD (Registration No.:199501024885 (354090-W) ("BUCC") respect the privacy of individuals with regards to Personal Data. This privacy policy is prepared and formulated in accordance with the Personal Data Protection Act 2010 ("**the Act**"). For the purpose of this privacy policy, "Personal Data" shall have the meaning as ascribed to in the Act. BUCC is committed to processing your personal data within the ambit of the Act.

Scope of the Act

The Act primarily aims to regulate the collection, holding, processing and use of Personal Data in commercial transactions and also to prevent malicious use of personal information. This Act plays a crucial role in safeguarding the interest of individuals and makes it illegal for anyone, be it corporate entities or individuals, to sell personal information or allow such use of the data by third parties.
The Act only applies to the processing of personal data in respect of "commercial transactions". A commercial transaction is widely defined as any transaction of a commercial nature, whether contractual or not which includes any matters relating to the supply or exchange of goods or services, agency, investments, financing, banking and insurance. There must be a commercial element in the processing of the personal data to attract the application of the said Act.

What Personal Data Do We Collect?

BUCC will collect certain Personal Data for security and payment processing purposes when you make parking payments, and any additional information required from time to time in connection with the provision of services, obtaining of feedback or conducting of surveys related to LPR Parking System.

The Personal Data which BUCC may collect are as follows:

- Vehicle Registration Number
- Name
- Identity Card No. and/or Passport No.
- Gender
- Address
- Telephone number
- E-mail address
- Nationality
- Purpose of transaction
- Language preferences

What is the Purpose of the Collection of Personal data?

By providing your Personal Data to BUCC herewith, you hereby agree that BUCC shall collect, retain and use the Personal Data for the purposes stated below and where required by law, where BUCC consider that such use or disclosure is necessary to respond to any claims or legal process, or where BUCC suspects any form of fraud or unlawful activity.

a) Making parking payments through the various payment platforms provided by scanning the QR code displayed around the designated locations within the Bandar Utama Capitol Car Park.
b) Conducting surveys related to LPR Parking System.

c) Communication of any information pertaining to LPR Parking System products and services under the related corporations of BUCC.

Do We Share and Disclose Your Personal Data?

BUCC does not sell, rent, lease or otherwise disclose your Personal Data to third parties unless otherwise stated organisational security measures when processing the Personal Data collected.

Selected Personal Data may be shared with entities participating in and/or providing services for LPR Parking System (including but not limited to identification of and communication with users, resolving of disputes, participation in surveys).

You may at any anytime request BUCC to cease sharing your Personal data in this manner by notifying BUCC at the contact particulars provided below.

What Steps Are Taken to Safeguard the Security and Safety of Your Personal Data?

BUCC is required under the Act to protect and safeguard your Personal Data by taking practical steps to implement security measures thereto, i.e. to protect your Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

BUCC has assigned specific responsibilities to address privacy and security related manners and do enforce our internal policies and guidelines through an appropriate selection of activities, including proactive and reactive risk management, training and assessments. BUCC takes appropriate steps to address online security, risk of data loss and other such risks taking into consideration the risk represented by the processing and the nature of the data being protected. Further, BUCC takes steps to limit access to our data bases containing Personal Data to authorized persons having the justified need to access such information.

How Long Do We Retain Your Personal Data?

The Personal Data shall not be kept for longer than is necessary. Whilst the Act does not stipulate the time frame allowed for storage of your Personal Data, BUCC shall destroy and/or permanently delete your Personal Data once it is no longer required for the purpose for which it was processed.

Your Rights

The Act accords five (5) rights to individuals to safeguard their Personal Data as listed below:

(1) The Right of Access Personal Data
Subject to the provisions of the Act, you have the right to access your Personal Data and/or to correct your Personal Data with BUCC should you believe that the Personal Data provided is incorrect, outdated, inaccurate or incomplete. You may access to your Personal Data at the contact particulars **provided below**.

(2) The Right to Correct Personal Data
You may request for the Personal Data provided to be deleted and/or corrected if the Personal Data is inaccurate, incomplete, misleading or not up-to-date at the contact particulars **provided below**.

The integrity of the Personal Data which is collected is a crucial element in the Act. BUCC shall take reasonable steps to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date.

(3) The Right to Withdraw Consent

The consent which you have granted in respect of the processing of your Personal Data may not necessarily endure forever, as you may by notice in writing to the contact particulars provided below withdraw the consent granted. BUCC shall cease processing of your Personal Data upon receipt of your notice.

You are entitled to withdraw your consent at any time.

BUCC shall be required to obtain your explicit consent in the event that "Sensitive Personal Data" is being processed by BUCC and "Sensitive Personal Data" shall include medical history, political opinions, religious beliefs and commission or alleged commission of any offence.

(4) The Right to Prevent Processing for the Purposes of Direct Marketing

BUCC shall process your Personal Data in strict adherence to the consent which you have granted in respect of the processing of your Personal Data. As such, BUCC shall never process data for purposes of direct marketing where such purpose has not been identified and consent has not been obtained from you.

Should you receive marketing materials from BUCC via short messaging service (SMS), e-mails, telephone and/or by post and you wish to discontinue such receipt of marketing information, you may provide BUCC with a "opt out" notice to remove/delete your Personal Data from BUCC's database. Once an "opt out" notice has been received from you, BUCC shall within a reasonable time remove/delete your Personal Data from our database.

(5) The Right to Prevent Processing which is likely to cause Damage or Distress

We reiterate that BUCC shall process your Personal Data only where you have granted your consent for the processing of your Personal data for the above stated purposes only. You have the absolute right to prevent the processing of your Personal Data where your consent has not been obtained for such specific purposes and such processing of your Personal Data will cause or is likely to cause substantial unwarranted damage or distress to you or another person.

Change/Amendments to this Privacy Policy

BUCC may from time to time change this Privacy Policy. However, if the changes made are material, BUCC will post a notice advising of such change at the beginning of this Privacy Policy and use reasonable means to communicate to you such change within twenty-one (21) days from such change.

You may at any time hereafter make written enquiries about this Privacy Policy and/or to enforce any of the above stated five (5) rights by contacting BUCC via post, telephone, fax or e-mail at:

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