

**TERMS AND CONDITIONS OF GERAN DIGITAL PENJAJA MADANI (GDPjM)**

| <b>Bil</b> | <b>Item</b>      | <b>Terms &amp; Conditions</b>  |
|------------|------------------|--|
| 1          | Introduction     | <p>a) The Digital Street Vendor Grant (Geran Digital Penjaja Madani) is an initiative provided by the Ministry of Finance Malaysia in collaboration with Bank Simpanan Nasional (BSN), Malaysia Digital Economy Corporation Sdn Bhd (MDEC), and the Malaysian Communications and Multimedia Commission (MCMC) to assist street vendors in utilizing digital services in their daily business operations ("Initiative").</p> <p>b) This Initiative is offered to street vendors under the Madani Budget 2023 to access digital services from appointed service providers.</p> <p>c) The Ministry of Finance Malaysia, through BSN as the disbursing bank, has allocated a sum of RM1,000.00 (Malaysian Ringgit: One Thousand Ringgit) only for each eligible street vendor from the total invoices received from the appointed service providers for the implementation of digitalization processes and other services listed within this Initiative.</p> |
| 2          | Amount           | The grant amount for each vendor is RM1,000.00 (Malaysian Ringgit: One Thousand Ringgit) only and will be directly paid to the appointed digital service provider.   |
| 3          | Digital Grant    | <p>a) Not eligible for vendors who have already received the Geran Digital PMKS Madani.</p> <p>b) This corresponding grant is limited to one (1) application per vendor.</p>   |
| 4          | Digital Services | <p><u>Digital Payment / Electronic Point of Sale (e-POS)</u></p> <p>The use of software such as Point-Of-Sale to facilitate the vendor company operations.</p>   |

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| 6         | Eligibility  | <p>a) The business status of the "Penjaja" is as follows.</p> <table border="1" data-bbox="563 400 1353 1263"> <thead> <tr> <th data-bbox="563 400 743 450">Category</th> <th data-bbox="743 400 1353 450">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 450 743 656">Immobile</td> <td data-bbox="743 450 1353 656">Vendors who operate permanent stalls in public or private areas, displaying goods for sale (including food and beverages).</td> </tr> <tr> <td data-bbox="563 656 743 909">Mobile</td> <td data-bbox="743 656 1353 909">Vendors who travel from one location to another, with or without vehicles, displaying goods for sale (including food and beverages).</td> </tr> <tr> <td data-bbox="563 909 743 1263">Temporary</td> <td data-bbox="743 909 1353 1263">Vendors who operate temporary stalls in specific locations, displaying goods for sale (including food and beverages) for a certain period. This includes seasonal fruit stalls, promotional stalls for celebrations/festivals, night markets/daily markets/farmers' markets.</td> </tr> </tbody> </table> | Category | Description | Immobile | Vendors who operate permanent stalls in public or private areas, displaying goods for sale (including food and beverages). | Mobile | Vendors who travel from one location to another, with or without vehicles, displaying goods for sale (including food and beverages). | Temporary | Vendors who operate temporary stalls in specific locations, displaying goods for sale (including food and beverages) for a certain period. This includes seasonal fruit stalls, promotional stalls for celebrations/festivals, night markets/daily markets/farmers' markets. |
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| 7         | Document   | <p>a) Copy of the sole proprietor / partner's Identification Card.</p> <p>b) Suruhnjaya Syarikat Malaysia (SSM) Registration document / Business License from Local Authority / Operation Permit / License from the District Council.</p> <p>c) Bank statements for the last two (2) months.</p> <p>d) Latest electricity bill / water bill.</p> <p>e) Any other supporting documents that may be required by BSN from time to time.</p>  |          |             |          |  |        |  |           |  |
| 8         | Initiative Mechanism   | <p>a) Vendors shall communicate and appoint one service provider to implement Digital Services: Digital Payments / Electronic Point of Sale (e-POS) to facilitate the operations of the vendor's company.</p> <p>b) Vendors shall submit their applications through the provided</p>  |          |             |          |  |        |  |           |  |

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|   |                              | <p>online platform.</p> <p>c) If any provided information is found to be incorrect and/or false, BSN reserves the right to request additional documents from the vendor and/or reject the vendor's application.</p> <p>d) Once the vendor's application is approved, BSN will make payment directly to the service provider in full or in stages, at BSN's discretion.</p> <p>e) The allocation of RM1,000.00 (Malaysian Ringgit: One Thousand Ringgit) is subject to any directives issued by the Ministry of Finance Malaysia from time to time.</p> <p>f) Vendors shall ensure that training modules and other digitalization activities prescribed by the service provider are fully implemented.</p> <p>g) Vendors shall provide proof of activation (Proof of Activation) if requested by BSN at any time.</p> <p>h) Vendors shall ensure that the implementation process of Digital Services funded by this Initiative is carried out in full.</p> <p>i) While participating in this Initiative, the importance of upholding the reputation of the Vendor, BSN, MDEC, MCMC, and the Ministry of Finance must be emphasized. Vendors are strictly prohibited from engaging in any illegal business activities that may tarnish the reputation of the Vendor, BSN, MDEC, MCMC, and the Ministry of Finance.</p> <p>j) If the vendors fail to comply with any this Terms and Conditions or any terms and conditions stipulated by BSN and MDEC from time to time, BSN and MDEC will take appropriate action, and the vendor company's name will be blacklisted from participating in any digitalization initiatives organized by BSN or any other government agency.</p> |
| 9 | General Terms and Conditions | <p>a) By participating in this Initiative, vendors agree to be bound by this Terms and Conditions herein and any other terms and conditions stipulated by BSN and MDEC from time to time.</p> <p>b) Vendors agree and consent to the collection, processing, and</p>   |

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|  |  | <p>use of personal and/or the vendor company details, including but not limited to personal data or information of the sole proprietor / partner of the vendor company, by BSN and MDEC for the purposes of this Initiative and other related BSN service or communication purposes.</p> <p>c) Under no circumstances shall BSN, MDEC, and MCMC be liable and/or have any responsibility for any losses (including but not limited to loss of income, profits, or reputation, directly or indirectly, consequential, incidental, exemplary, punitive, or special damages to any party, including third parties) arising whether in contract, negligence, or otherwise, in connection with this Initiative.</p> <p>d) BSN, MDEC, and MCMC shall not be liable and/or have any responsibility and shall not accept any liability in any form or manner whatsoever incurred or suffered by eligible vendors directly or indirectly in participating in this Initiative or otherwise. BSN, MDEC, and MCMC shall not be responsible for any breach of obligations under this Initiative caused by force majeure events, including but not limited to natural disasters, wars, civil unrest, blockades, industrial actions, epidemics, pandemics, fires, floods, droughts, storms, or any events beyond the reasonable control of BSN, MDEC, and MCMC.</p> <p>e) BSN reserves the absolute discretion to amend, modify, cancel, or add to any of these Terms and Conditions, in whole or in part, subject to any changes in government policies, by providing prior notice of at least twenty-one (21) calendar days before the amendment, modification, cancellation, or addition takes effect through notification by any means of communication that BSN, MDEC, and MCMC consider appropriate.</p> <p>f) Eligible vendors shall periodically access BSN website at <a href="http://www.mybsn.com.my">www.mybsn.com.my</a> to ensure that they are aware of any changes or amendments made to the Terms and Conditions.</p> |
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|    |               | <p>g) Any amendments, changes, cancellations, or additions to these Terms and Conditions shall bind eligible vendors and shall be deemed to have been brought to the attention and knowledge of all eligible vendors through displays on BSN, MDEC, and MCMC or notices sent by BSN, MDEC, and MCMC or advertising on BSN, MDEC, and MCMC social media platforms or any other means that BSN, MDEC, and MCMC consider appropriate.</p> <p>h) In the event of any conflict between the Terms and Conditions of this Initiative and advertising materials, promotions, publicity, and other materials related or associated with this Initiative, these Terms and Conditions shall prevail. Any matters regarding the Initiative not expressly stated in the Terms and Conditions are subject to the absolute discretion of BSN and MDEC.</p> <p>i) Any expenses incurred in participating in this Initiative are the responsibility of the vendor.</p> <p>j) These Terms and Conditions are subject to and shall be construed in accordance with the laws of Malaysia and are subject to the exclusive jurisdiction of the Malaysian courts.</p> |
| 10 | Personal Data | <p>Eligible vendors have the right at any time to:</p> <p>a) Withdraw consent previously given for the use of Personal Data;</p> <p>b) Request any corrections to be made/updates to Personal Data; and</p> <p>c) Ask any questions regarding the use of Personal Data by contacting BSN.</p>   |