

LAMPIRAN A

TERMS AND CONDITIONS INFAQ PORTAL UNISZA

These Terms and Conditions shall govern the relationship between Infaq UniSZA (hereinafter referred to as the “Platform”) and individuals participating as Funders and Fundraisers. By accessing or using the Platform’s services, you agree to be bound by and comply with the following Terms and Conditions.

1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context otherwise requires:

“Platform” means the Infaq UniSZA crowdfunding platform operated by Universiti Sultan Zainal Abidin (UniSZA).

“Funders” means individuals or entities who contribute donations through the Platform.

“Fundraisers” means individuals, departments, or entities initiating fundraising campaigns on the Platform.

“Campaign” means any fundraising initiative published on the Platform.

“Funds” means monetary contributions made by Funders.

2. ROLE OF THE PLATFORM

2.1. The Platform acts solely as an intermediary facilitating fundraising activities.

2.2. The Platform does not act as a trustee, agent, or fiduciary of any Funds unless expressly stated.

2.3. The Platform does not guarantee the success of any Campaign or the accuracy of any information provided by Fundraisers.

3. ELIGIBILITY

3.1. Funders must be at least 18 years old or have obtained consent from a parent or legal guardian.

3.2. Fundraisers must be authorised by UniSZA or approved by the Platform before initiating any Campaign.

3.3. The Platform reserves the right to verify the identity of users.

4. FUNDERS

- 4.1. All donations are made voluntarily and at the sole discretion of the Funders.
- 4.2. Donations are generally non-refundable, except in the following circumstances:
 - (a) technical errors;
 - (b) fraudulent activity; or
 - (c) as determined by the Platform at its sole discretion.
- 4.3. Funders acknowledge that the Platform does not guarantee how Funds will be utilised beyond the stated Campaign purpose.
- 4.4. Funders may receive updates regarding Campaign progress and Platform activities.

5. FUNDRAISERS

- 5.1. Fundraisers must provide accurate, complete, and truthful information.
- 5.2. Fundraisers shall ensure all Campaign content complies with applicable laws and does not contain the following:
 - (a) false or misleading information;
 - (b) unlawful, defamatory, or discriminatory content;
 - (c) content promoting illegal activities.
- 5.3. Fundraisers shall use the Funds strictly for the stated purpose of the Campaign.
- 5.4. Fundraisers must provide updates and, where required, a report on the utilisation of Funds.
- 5.5. Fundraisers shall obtain all necessary rights, licenses, and permissions for any materials used.

6. CAMPAIGN MANAGEMENT

- 6.1. Each Campaign duration shall be determined by the Platform.
- 6.2. The Platform reserves the right to:
 - (a) approve, reject, suspend, or terminate any Campaign;
 - (b) modify Campaign duration;
 - (c) remove content that violates these Terms.
- 6.3. The Platform may suspend or terminate Campaigns where:

- (a) there is suspected fraud or misconduct;
- (b) insufficient progress is demonstrated;
- (c) there is non-compliance with these Terms.

6.4. The Platform shall, where practicable, notify affected parties of such actions.

7. USE AND DISBURSEMENT OF FUNDS

7.1. Funds collected shall be disbursed in accordance with the Platform's internal procedures.

7.2. The Platform reserves the right to:

- (a) withhold Funds in cases of suspected irregularities;
- (b) reallocate Funds where a Campaign fails, subject to alignment with UniSZA's objectives.

7.3. The Platform may require supporting documents prior to disbursement.

8. PAYMENTS AND TRANSACTIONS

8.1. All payments shall be made through authorised payment channels approved by the Platform.

8.2. The Platform shall not be liable for any failure, delay, or error caused by third-party payment service providers.

8.3. Any applicable fees or charges shall be disclosed where relevant.

9. DATA PROTECTION

9.1. The Platform shall process personal data in accordance with the Personal Data Protection Act 2010 (PDPA) and applicable laws.

9.2. By using the Platform, users consent to the collection, use, and disclosure of their personal data for purposes related to the operation of the Platform.

9.3. Users have the right to access and correct their personal data subject to applicable laws.

10. PROHIBITED ACTIVITIES

10.1. Users shall not:

- (a) engage in fraudulent or misleading activities;
- (b) use the Platform for unlawful purposes;

- (c) misrepresent Campaign information;
- (d) misuse Funds for personal gain outside the stated purpose.

11. LIMITATION OF LIABILITY

11.1. The Platform shall not be liable for any direct, indirect, incidental, or consequential loss arising from:

- (a) participation in any Campaign;
- (b) use or misuse of Funds; or
- (c) reliance on information provided by Fundraisers.

11.2. The Platform makes no warranties regarding the success or outcome of any Campaign.

12. INDEMNITY

12.1. Fundraisers agree to indemnify and hold harmless the Platform, UniSZA, and its officers from any claims, damages, or liabilities arising from:

- (a) breach of these Terms;
- (b) misuse of Funds;
- (c) inaccurate or misleading Campaign information.

13. DISPUTE RESOLUTION

13.1. Any dispute shall first be resolved through mutual discussion.

13.2. If unresolved, parties may proceed to mediation before initiating legal action.

13.3. Nothing in this clause restricts the right to seek relief through the courts.

14. AMENDMENTS

14.1. The Platform reserves the right to amend these Terms at any time.

14.2. Users will be notified of any material changes.

14.3. Continued use of the Platform constitutes acceptance of the revised Terms.

15. GOVERNING LAW

15.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the jurisdiction of the courts of Malaysia.