



DONATION & VOLUNTARY CONTRIBUTION TERMS AND CONDITIONS

Operator: Agensi Pekerjaan MLMS Sdn. Bhd. ("niinii" or the "Company") | Website: <https://niinii.com>

IMPORTANT NOTICE: niinii is a commercial company, not necessarily a registered charity or tax-approved donation recipient. Contributions under these Terms are unrestricted unless niinii expressly accepts a specific restriction in writing. Payment methods must be authorized for the relevant type of collection by their providers.

1. ACCEPTANCE OF TERMS

1.1 These Terms govern every voluntary financial contribution made to niinii through its website or approved payment channels.

1.2 By selecting the unchecked "I Agree" box and proceeding, the contributor ("Donor") confirms that they have read, understood and voluntarily accepted these Terms and the applicable Privacy Notice.

1.3 Electronic acceptance, the Terms version, date and time, transaction reference and related records may be retained as evidence, subject to applicable law.

1.4 If the Donor does not agree, the Donor must not proceed with the contribution.

2. VOLUNTARY AND NON-INVESTMENT NATURE

2.1 A donation is made voluntarily and without coercion. It is not a loan, deposit, investment, purchase of goods or services, subscription, shareholding or payment for any specific benefit.

2.2 No dividend, financial return, ownership interest, preferential treatment, service entitlement or guaranteed benefit is conferred on the Donor.

2.3 niinii is a business company. A receipt or transaction confirmation does not represent that a contribution qualifies for Malaysian income tax relief. Donors must obtain independent tax advice where necessary.

2.4 Unless law or an express written agreement provides otherwise, an unrestricted contribution does not create a donor-controlled trust or mandate.

3. NIINII'S ABSOLUTE DISCRETION OVER UNRESTRICTED FUNDS

3.1 Subject to applicable law, niinii reserves full and sole discretion to receive, retain, hold, pool, allocate, transfer, administer and spend every unrestricted contribution in any lawful manner that niinii considers suitable, useful, necessary, advantageous or in the best interests of niinii and its business.

3.2 The Donor expressly authorizes niinii to apply all or any portion of such funds to any lawful corporate purpose, including operating expenses, salaries, allowances, administrative costs, rent, accommodation, travel, logistics, training, staffing, technology, artificial intelligence, website and server development, marketing, advertising, business expansion, professional and regulatory fees, banking fees, lawful business liabilities, working capital, reserves, community initiatives and other expenditures selected by niinii.

3.3 niinii may determine or change the timing, amount, recipient, priority, location and method of expenditure, and may establish, change, suspend or discontinue projects, at its discretion.

3.4 There is no promise that any minimum percentage will be given to charitable beneficiaries, training programmes, specific individuals or community projects unless explicitly stated to the Donor and accepted by niinii before payment.

3.5 Donors acknowledge that funds may be used for niinii's own commercial, operational and financial interests, rather than being distributed to third parties. This is a contribution to a commercial company and must not be described as a restricted charity donation.

3.6 Any campaign-specific promise or restriction expressly accepted in writing by niinii remains binding. If niinii does not accept a condition, it may decline or return the proposed contribution; it must not disregard an accepted restriction.

4. NO DONOR CONTROL OR OWNERSHIP RIGHTS

4.1 Once lawfully received, a contribution grants no right to direct expenditure, receive shares or ownership, appoint management, vote on corporate decisions, inspect confidential internal records or approve projects.

4.2 Suggestions or requests from Donors are non-binding unless separately agreed in writing by niinii.

4.3 Nothing in this section limits rights arising from fraud, material misrepresentation, breach of an express agreement or mandatory law.

5. FINAL, NON-REFUNDABLE DONATIONS

5.1 ALL CONTRIBUTIONS SUCCESSFULLY PROCESSED, VERIFIED AND RECEIVED BY NIINII ARE FINAL, IRREVOCABLE AND NON-REFUNDABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.2 The Donor expressly agrees that niinii is under no obligation to refund any valid contribution because of a change of mind, personal circumstances, dissatisfaction with niinii's commercial decisions, a project change, or disagreement with lawful spending under section 3.

5.3 niinii does not offer discretionary refunds of valid voluntary donations as a standard policy.

5.4 Notwithstanding sections 5.1–5.3, niinii will make a refund, reversal or correction to the extent required by law or binding payment-system rules, including where relevant to unauthorized transactions, duplicate or erroneous charges, technical failures, fraud or material misrepresentation.

5.5 A refund or correction request may be submitted to [INSERT OFFICIAL CONTACT EMAIL] with the date, amount, payment reference and supporting records. Any approved or legally required refund is processed through an appropriate payment method and subject to lawful checks.

5.6 Nothing in these Terms restricts lawful chargeback, banking-dispute, consumer-protection or court remedies. Non-refundable does not mean that unlawful collections may be retained.

6. APPROVED PAYMENT METHODS

6.1 QR payment: Use only the official code displayed by niinii and confirm the beneficiary name and amount. A screenshot alone is not proof of cleared funds.

6.2 Direct bank transfer: Use only niinii's official published beneficiary bank details. Preserve the bank reference. Receipt is confirmed when funds are cleared and verified.

6.3 Payment gateway: Checkout is subject to the provider's eligibility policies and terms. Stripe or any other gateway may be used for donations only if that provider expressly permits niinii's donation collection model.

6.4 niinii may change, suspend or withdraw a payment method for maintenance, security, compliance, fraud prevention or provider restrictions.

6.5 Donors should check payment details carefully. niinii is not responsible for transfers to fraudulent third-party accounts not caused by niinii's own fault or negligence.

7. PROCESSING FEES, FOREIGN CURRENCY AND NET PROCEEDS

7.1 Banks, gateways and intermediaries may deduct transaction, conversion, cross-border or processing fees from donations; the net funds received by niinii may therefore be less than the gross amount sent.

7.2 Any fee charged to the Donor in addition to the stated contribution will be separately disclosed, with the total payable, before authorization.

7.3 A proposed "3% Stripe fee" is not a representation of the actual applicable gateway tariff. Actual charges depend on the payment provider, transaction type, card, currency and other applicable fees.

7.4 niinii may lawfully use donations to pay payment fees, administrative expenses, conversion expenses and related compliance costs.

7.5 International contributions are accepted only when permitted by applicable laws, sanctions requirements and the relevant payment providers.

8. DONOR WARRANTIES AND ANTI-FRAUD CONTROLS

8.1 The Donor confirms that they are authorized to use the payment account or instrument, that funds come from lawful sources and that all supplied payment information is accurate.

8.2 niinii may request reasonable verification, hold or reject suspicious transactions, return funds where required, cooperate with financial institutions and make legally required reports.

8.3 For a dispute or chargeback, niinii may submit relevant evidence of the transaction and consent to the payment provider, relevant bank, advisers or competent authority.

8.4 Deliberately false chargebacks, forged payment evidence or fraudulent claims are prohibited. niinii may pursue proven direct losses through lawful procedures.

9. NO GUARANTEE OF OUTCOMES

9.1 niinii gives no assurance of a financial return, specific benefit to the Donor, or success, completion or continuation of any particular business or community project.

9.2 niinii may revise its priorities for unrestricted funds without Donor approval, subject to binding commitments expressly made before collection and applicable law.

10. LIABILITY AND SYSTEM INTERRUPTIONS

10.1 To the extent permitted by law, niinii is not responsible for delay, downtime, rejected transactions or service disruption arising solely from third-party banking, telecom or payment systems beyond its reasonable control.

10.2 Nothing excludes liability for fraud, intentional misconduct, negligence or any other liability that cannot lawfully be excluded.

11. RECEIPTS, ACCOUNTS AND DISCLOSURE

11.1 niinii will keep appropriate records of received contributions and related financial transactions in accordance with applicable accounting, tax and other laws.

11.2 A Donor has no automatic entitlement to inspect niinii's private accounting ledgers, business agreements, personal data of others or confidential internal records, except where applicable law provides otherwise.

11.3 A payment acknowledgment is not a tax-deductible charity receipt unless niinii holds the relevant approval and issues a legally compliant receipt.

12. PERSONAL DATA AND PRIVACY

12.1 niinii may process names, contact details, contribution amount, payment references, timestamps, IP addresses where appropriate and electronic-consent logs for receipts, fraud prevention, compliance, audit and dispute management.

12.2 Data will be handled under applicable Malaysian personal data laws and niinii's Privacy Notice at [INSERT PRIVACY NOTICE URL].

12.3 Data may be disclosed on a lawful basis to banks, payment processors, technology vendors, professional advisers and public authorities where reasonably necessary.

12.4 Separate consent will be obtained for optional marketing communication wherever required.

13. RIGHT TO REFUSE CONTRIBUTIONS

13.1 niinii may decline, suspend, reject or return donations that raise reasonable concerns relating to fraud, sanctions, anti-money-laundering compliance, improper conditions, impersonation or payment-provider rules.

13.2 niinii may introduce reasonable contribution limits or disable a channel where necessary. Any funds that cannot lawfully be accepted will be dealt with in accordance with applicable law.

14. CHANGES, GOVERNING LAW AND SEVERABILITY

14.1 niinii may update these Terms from time to time. The version accepted at the time of the transaction will ordinarily govern that contribution, subject to mandatory law.

14.2 These Terms are governed by Malaysian law. Disputes fall within the jurisdiction of the courts of competent jurisdiction in Malaysia.

14.3 If any provision is unlawful or unenforceable, the remaining provisions continue in effect to the extent permitted by law.

14.4 Contact details for formal inquiries: [INSERT OFFICIAL EMAIL AND/OR CONTACT ADDRESS].

15. EXPRESS DONOR ACKNOWLEDGMENT

15.1 By actively selecting "I Agree", I confirm that: (a) my contribution is voluntary; (b) niinii is a commercial company and this contribution is not an investment or guaranteed tax-deductible charity gift;

(c) I authorize niinii to use unrestricted contributions for any lawful purpose that niinii determines is in its own interest; (d) niinii has no obligation to allocate the funds to any particular beneficiary or project unless expressly agreed in writing; and (e) the contribution is FINAL AND NON-REFUNDABLE, except to the extent a refund or other remedy is required by applicable law or binding payment rules.

SUGGESTED WEBSITE CHECKBOX (NOT PRE-CHECKED)

☐ I have read and agree to the Donation Terms & Conditions and Privacy Notice. I understand that my contribution to niinii is voluntary, unrestricted, and non-refundable except as required by law, and that niinii may use it for any lawful purpose it considers to be in its own business interests.

BUTTON: I AGREE & CONTINUE

IMPLEMENTATION NOTES — INTERNAL ONLY

- Do not pre-tick the checkbox. Require acceptance before showing QR details, bank-transfer instructions or initiating payment checkout.
- Keep an immutable acceptance record: Terms version, timestamp, session or Donor ID, amount, currency, payment method and transaction reference; log IP only when lawful and appropriate.
- Display the contribution amount, any separately charged fees and total amount payable before payment authorization.
- Verify payment-provider eligibility (particularly Stripe for Malaysian commercial donation collections) before enabling gateway donations.
- Seek advice from Malaysian counsel about collection permissions, representations, company accounting/tax treatment, privacy and consumer-law safeguards before publication.