

TERMS AND CONDITIONS  
Association of Digital Lenders (AoDL) Membership Registration  
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## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

**"Act"** means the Societies Act 1966 (Act 335) as amended from time to time, including all regulations made thereunder.

**"Association" or "AoDL"** means the Association of Digital Lenders, a society registered under the Societies Act 1966, having its registered address at NO.53 JALAN 34/154, TAMAN DELIMA, 56000 WILAYAH PERSEKUTUAN KUALA LUMPUR.

**"Committee"** means the governing body of the Association as defined in the Constitution, consisting of the Chairman, Secretary, Treasurer, and such other office-bearers as may be elected or appointed in accordance with the Constitution.

**"Constitution"** means the constitution of the Association as registered with the Registrar of Societies and as amended from time to time in accordance with the Act and the Association's rules.

**"Digital Lending"** means the business of providing loans, credit facilities, or other financial services through digital platforms, mobile applications, online systems, or other electronic means, including but not limited to peer-to-peer lending, marketplace lending, and other forms of financial technology-enabled lending services.

**"Member"** means any person who has been admitted to membership of the Association in accordance with these Terms and Conditions and the Constitution, and whose membership remains current and in good standing.

**"Membership Application"** means the formal application for membership submitted to the Association in the prescribed form, including all supporting documentation and declarations required by the Association.

**"Office-Bearer"** has the meaning assigned to it in the Act and includes any person who holds office as Chairman, Secretary, Treasurer, or any other position on the Committee or any subcommittee of the Association.

**"Personal Data"** has the meaning assigned to it in the Personal Data Protection Act 2010 (Act 709), as amended by the and the Personal Data Protection (Amendment) Act 2024 and includes any information that relates directly or indirectly to a data subject who is identified or identifiable from that information or from that and other information to which the Association has or is likely to have access.

**"Registrar"** means the Registrar of Societies appointed under the Act and includes any Deputy Registrar or Assistant Registrar acting under the authority of the Registrar.

**"Terms and Conditions"** means these terms and conditions as amended from time to time in accordance with the provisions herein.

## 1.2 Interpretation

In the interpretation of these Terms and Conditions, unless the context otherwise requires:

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender and vice versa. Words importing persons include corporations, partnerships, and other legal entities.

References to any statute, regulation, or legal provision include any statutory modification, amendment, or re-enactment thereof and any subordinate legislation made thereunder. References to any document include that document as amended, modified, supplemented, or replaced from time to time.

Headings and subheadings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions. Where any provision of these Terms and Conditions conflicts with the Constitution or the Act, the Constitution and the Act shall prevail to the extent of such conflict.

The Association's Constitution forms an integral part of these Terms and Conditions, and all members are bound by both documents. In case of any ambiguity or uncertainty in interpretation, the matter shall be resolved by the Committee, whose decision shall be final and binding, subject to the dispute resolution procedures set forth herein.

## 1.3 Legal Framework and Compliance

These Terms and Conditions are established in accordance with the Societies Act 1966 and are designed to ensure full compliance with all applicable Malaysian laws and regulations. The Association operates as a registered society under the Act and is committed to maintaining its registration and good standing with the Registrar of Societies.

All members acknowledge and agree that the Association must comply with the requirements of the Act, including but not limited to the obligation under Section 2A to ensure that all activities and affairs are in accord with and conducive to the fulfillment of the Federal Constitution and State Constitutions. This fundamental obligation extends to all members and governs all aspects of membership and participation in the Association.

The Association reserves the right to amend these Terms and Conditions as necessary to maintain compliance with applicable laws and regulations, to reflect changes in the Association's operations, or to address issues that may arise in the administration of membership. Any such amendments shall be made in accordance with the procedures set forth in these Terms and Conditions and the Constitution.

## 2 MEMBERSHIP ELIGIBILITY AND APPLICATION

### 2.1 General Eligibility Requirements

Membership in the Association is open to individuals and entities engaged in or supporting the digital lending industry in Malaysia, subject to the eligibility criteria and application procedures set forth in these Terms and Conditions. The Association seeks to build a diverse and representative membership that reflects the breadth and depth of the digital lending ecosystem while maintaining high standards of professional competence and ethical conduct.

To be eligible for membership, an applicant must demonstrate a legitimate connection to the digital lending industry through current or planned business activities, professional qualifications, or other relevant experience. This connection may be established through direct operation of digital lending services, provision of technology or support services to digital lenders, professional advisory services to the industry, or other activities that contribute to the development and advancement of digital lending in Malaysia.

All applicants must be of good character and reputation, with no history of conduct that would be detrimental to the Association's objectives or reputation. The Association reserves the right to conduct background checks and due diligence investigations as part of the application process, and applicants are required to provide accurate and complete information in support of their applications.

Membership is not transferable and is personal to the individual or entity to whom it is granted. Corporate entities may apply for membership through authorized representatives who must be designated as the primary contact and representative for all Association matters. Changes in corporate representation must be notified to the Association promptly and are subject to approval by the Committee.

### 2.2 Types of Membership

The Association offers the following categories of membership, each with specific eligibility criteria, rights, and obligations designed to accommodate the diverse range of stakeholders in the digital lending ecosystem:

#### 2.2.1 Premium Member

**Eligibility:** Premium membership is available to regular licensed Moneylenders holding valid licenses under the Moneylenders Act 1951 (PPW) and Online Moneylenders operating under applicable regulatory frameworks. This category is reserved for entities that are directly engaged in moneylending activities as their primary business and hold the necessary regulatory approvals and licenses.

**Rights and Privileges:** Premium members enjoy full membership rights including the right to display the AoDL logo on their website, business cards, and other marketing materials in accordance with the Association's brand guidelines. Premium members have voting power in Annual General Meetings and

Extraordinary General Meetings, provided they meet all eligibility requirements and are in good standing with their membership obligations.

Premium members have priority access to Association services, preferential rates for Association events and programs, and enhanced networking opportunities with other licensed operators in the industry. They are eligible to serve on the Committee and hold office-bearer positions, subject to the eligibility requirements set forth in the Constitution and applicable law.

**Obligations:** Premium members have enhanced obligations to maintain high standards of professional conduct and regulatory compliance, given their direct role in providing financial services to consumers. They must maintain current licenses and regulatory approvals, comply with all applicable consumer protection requirements, and uphold the highest standards of ethical conduct in their business operations.

## 2.2.2 Ordinary Member

**Eligibility:** Ordinary membership is available to entities from non-moneylending companies that provide loans, credit facilities, or related financial services. This includes Fintech companies, Shariah-Compliant Lenders, Buy Now Pay Later (BNPL) providers, Hire Purchase companies, Credit and Leasing companies, Factoring companies, and other entities engaged in alternative lending or financial services activities.

**Rights and Privileges:** Ordinary members have the right to display the AoDL logo on their website, business cards, and other marketing materials in accordance with the Association's brand guidelines. They have access to all Association services, events, and networking opportunities, and may participate fully in Association activities and programs.

Ordinary members do not have voting rights in general meetings but may participate in discussions and provide input on Association matters. They are eligible to serve on committees and working groups in advisory capacities and may be appointed to specialized roles that do not require voting rights.

**Obligations:** Ordinary members must maintain appropriate regulatory approvals and licenses for their business activities and comply with all applicable laws and regulations governing their operations. They must uphold professional standards appropriate to their business activities and contribute positively to the Association's objectives and reputation.

## 2.2.3 Youth Member

**Eligibility:** Youth membership is available to individuals from higher learning institutions, research centers, and other individuals who wish to assist in the development of the lending landscape. This category is designed to encourage participation by students, researchers, academics, and young professionals who are interested in contributing to the advancement of the digital lending industry.

**Rights and Privileges:** Youth members have access to Association educational programs, networking events, and professional development opportunities at reduced rates or without charge. They may participate in Association activities and contribute to research and policy development initiatives.

Youth members do not have voting rights in general meetings but are encouraged to participate actively in discussions and to contribute their perspectives and insights to Association activities. They may serve on committees and working groups in advisory capacities and are eligible for mentorship programs and career development support.

**Obligations:** Youth members are expected to contribute positively to the Association's educational and research activities and to maintain high standards of academic and professional conduct. They must comply with the Association's Code of Ethics and contribute to the development of knowledge and best practices in the digital lending industry.

## 2.2.4 Associate Member

**Eligibility:** Associate membership is available to companies that wish to sell services or products to AoDL members. This includes technology providers, professional service firms, consultants, and other entities that provide goods or services to the digital lending industry but are not directly engaged in lending activities.

**Rights and Privileges:** Associate members have the right to display the AoDL logo on their website, business cards, and other marketing materials in accordance with the Association's brand guidelines. They have access to Association networking events and business development opportunities, and may participate in trade shows, exhibitions, and other commercial activities organized by the Association.

Associate members do not have voting rights in general meetings but may participate in discussions relevant to their areas of expertise. They may serve on committees and working groups in advisory capacities and may sponsor Association events and programs.

**Obligations:** Associate members must maintain high standards of professional conduct in their business relationships with Association members and must not engage in practices that could harm the reputation of the Association or its members. They must comply with applicable laws and regulations governing their business activities and uphold ethical standards in their commercial relationships.

## 2.2.5 Honorary Member

**Eligibility:** Honorary membership may be conferred upon individuals or entities that have made exceptional contributions to the Association or the digital lending industry. This includes major financial contributors who have donated more than RM50,000 (Fifty Thousand Ringgit Malaysia) to the Association, as well as individuals who have provided extraordinary service or made significant contributions to the advancement of the industry.

**Rights and Privileges:** Honorary members have the right to display the AoDL logo on their website, business cards, and other marketing materials in accordance with the Association's brand guidelines. They receive special recognition at Association events and may be invited to serve in advisory capacities on Association initiatives.

Honorary members do not have voting rights in general meetings but are accorded special status and recognition for their contributions. They may be invited to participate in special events and ceremonies and may receive lifetime membership benefits.

**Obligations:** Honorary members are expected to continue supporting the Association's objectives and to serve as ambassadors for the Association and the digital lending industry. They must maintain high standards of conduct that reflect positively on the Association and the industry.

## 2.3 Voting Rights and Governance Participation

**Voting Eligibility:** Members who are eligible to vote may participate in decision-making on any matters properly brought before general meetings. However, for matters related to the Constitution, Finance, and the election of the Committee, proposals must first be approved by the Committee before being brought to the Biennial General Meeting or Extraordinary General Meeting.

This two-stage approval process ensures that constitutional and financial matters receive appropriate deliberation and that proposed changes are carefully considered before being presented to the membership for final approval. The Committee's preliminary approval does not predetermine the outcome of member voting but ensures that proposals meet basic requirements for consideration.

**Decision-Making Authority:** Any new membership application will be decided by the Committee Members collectively, and in the case of a tie, the Chairman shall have the ultimate casting vote. This structure ensures that membership decisions are made by qualified individuals who understand the Association's objectives and standards while providing clear accountability through the Chairman's ultimate authority.

The Committee's decision-making process includes appropriate consultation and deliberation, with decisions based on the applicant's qualifications, the Association's membership criteria, and the overall interests of the Association. Appeals of membership decisions may be made to the Chairman, whose decision shall be final.

## 2.4 Specific Eligibility Criteria

**Individual Membership** is available to natural persons who meet the following criteria:

- i. The applicant must be at least eighteen (18) years of age and possess full legal capacity to enter into binding agreements. The applicant must be a Malaysian citizen or permanent resident, or a foreign national with valid authorization to conduct business in Malaysia. Professional qualifications or experience relevant to the digital lending industry, financial services, technology, law, or related fields are preferred but not mandatory;
- ii. The applicant must demonstrate good character and reputation through statutory declarations, professional references, or other evidence satisfactory to the Committee. Any history of criminal convictions, regulatory sanctions, or professional disciplinary actions must be disclosed and will be considered by the Committee in evaluating the application; and
- iii. The applicant must not be subject to any disqualifications under Section 9A of the Act or any other legal impediments to participation in the Association's activities. This includes but is not limited to convictions under the Act, significant criminal convictions, detention or restriction orders, undischarged bankruptcy, or declarations of unsound mind.

**Corporate Membership** is available to companies, partnerships, and other legal entities that meet the following criteria:

- i. The entity must be validly incorporated, registered, or established under Malaysian law or, if foreign, must be authorized to conduct business in Malaysia. The entity must be engaged in or planning to engage in digital lending activities, or must provide services or support to the digital lending industry;

- ii. The entity must designate an authorized representative who meets the individual membership criteria and who will serve as the primary contact and representative for all Association matters. This representative must be an officer, director, partner, or senior employee of the entity with authority to bind the entity in Association matters; and
- iii. The entity must be in good standing with all applicable regulatory authorities and must not be subject to any material regulatory sanctions or enforcement actions. Any pending regulatory proceedings or investigations must be disclosed and will be considered by the Committee in evaluating the application.

## 2.5 Application Procedures

**Application Submission** requires completion of the prescribed membership application form, which is available from the Association's Secretary or through such other means as the Committee may designate. The application form must be completed accurately and completely, with all required supporting documentation attached.

Required documentation includes proof of identity and legal status, evidence of connection to the digital lending industry, professional references from at least two (2) individuals familiar with the applicant's character and qualifications, and such other documentation as the Committee may reasonably require to evaluate the application.

Corporate applicants must additionally provide copies of incorporation documents, business registration certificates, authorized representative designation letters, and current financial statements or other evidence of financial standing. Foreign entities must provide evidence of authorization to conduct business in Malaysia and compliance with applicable immigration and business registration requirements.

All documentation must be in English or Bahasa Malaysia, or must be accompanied by certified translations. The Association reserves the right to request additional documentation or clarification at any time during the application process, and failure to provide requested information may result in rejection of the application.

**Application Review Process** begins upon receipt of a complete application with all required documentation. The Secretary conducts an initial review to verify completeness and compliance with basic eligibility requirements, and may request additional information or clarification from the applicant.

The Committee reviews all applications and makes final decisions on membership admission. The Committee may conduct interviews with applicants, request additional references or documentation, or conduct such other investigations as it deems appropriate to evaluate applications thoroughly.

The Committee's decision-making process considers the applicant's qualifications and suitability for membership, the potential contribution to the Association's objectives, the maintenance of membership diversity and balance, and any other factors the Committee deems relevant to the Association's interests.

Applications are typically processed within thirty (30) days of receipt of complete documentation, though complex applications or those requiring additional investigation may take longer. Applicants are notified of the Committee's decision in writing, with successful applicants receiving membership certificates and unsuccessful applicants receiving brief explanations of the reasons for rejection.

## 2.6 Admission and Probationary Period

**Membership Admission** is confirmed upon payment of the prescribed membership fees and execution of the membership agreement acknowledging acceptance of these Terms and Conditions and the Constitution. New members receive membership certificates, copies of governing documents, and orientation materials to facilitate their integration into the Association.

All new members are subject to a probationary period of twelve (12) months during which their participation and conduct are monitored to ensure compatibility with the Association's objectives and standards. During the probationary period, members have full rights and privileges of membership but may be subject to additional scrutiny and evaluation.

The probationary period may be extended by the Committee if concerns arise about a member's conduct or suitability, or if the member has not had sufficient opportunity to demonstrate active participation in the Association's activities. Extensions are limited to an additional six (6) months and require written notice to the affected member with explanation of the reasons for extension.

Successful completion of the probationary period results in confirmation of full membership status. Members who fail to meet the Association's standards during the probationary period may have their membership terminated in accordance with the disciplinary procedures set forth in these Terms and Conditions.

**Orientation and Integration** programs are provided to new members to facilitate their understanding of the Association's objectives, activities, and governance structure. Orientation includes briefings on the digital lending industry in Malaysia, the Association's role and activities, member rights and responsibilities, and opportunities for participation and contribution.

New members are encouraged to participate actively in the Association's activities and to contribute their expertise and experience to advance the Association's objectives. The Committee and existing members provide mentorship and support to help new members integrate effectively and maximize their contribution to the Association.

## 3 MEMBER RIGHTS AND PRIVILEGES

### 3.1 Fundamental Membership Rights

All members in good standing enjoy fundamental rights that are essential to meaningful participation in the Association and that reflect the democratic principles underlying the Association's governance structure. These rights are protected by these Terms and Conditions and the Constitution, and may not be arbitrarily restricted or denied except in accordance with the disciplinary procedures set forth herein.

**Participation Rights** include the right to attend all general meetings of the Association, to receive notice of meetings in accordance with the Constitution, and to participate fully in meeting discussions and deliberations. Members have the right to propose agenda items for general meetings, subject to reasonable notice requirements and procedural rules established by the Committee.

Members have the right to vote on all matters properly brought before general meetings, including elections of office-bearers, amendments to the Constitution, approval of annual budgets and financial statements,

and such other matters as may be specified in the Constitution or determined by the Committee to require member approval.

The right to vote is personal to each member and may not be exercised by proxy except in circumstances specifically provided for in the Constitution. Corporate members exercise voting rights through their designated representatives, and changes in representation must be properly notified to the Association to ensure voting rights are exercised by authorized individuals.

**Information Access Rights** include the right to receive copies of the Constitution, these Terms and Conditions, and such other governing documents as the Committee may designate as generally available to members. Members have the right to receive regular communications about the Association's activities, including newsletters, meeting minutes, and annual reports.

Members have the right to inspect the Association's books and records during reasonable business hours and upon reasonable notice, subject to confidentiality restrictions and the protection of sensitive information. This right includes access to membership lists, financial records, meeting minutes, and correspondence with regulatory authorities, subject to applicable privacy laws and the Association's confidentiality policies.

The Association provides reasonable access to information while protecting the privacy of individual members and the confidentiality of sensitive business information. Requests for information access are handled in accordance with the Association's Information Security and Privacy policies, with appropriate safeguards to prevent misuse of confidential information.

## 3.2 Service and Benefit Rights

**Professional Development Services** are provided to members to enhance their knowledge and capabilities in the digital lending industry and related fields. These services include educational seminars, training programs, industry briefings, and networking events designed to keep members current with industry developments and best practices.

Members have priority access to Association-sponsored events and programs, with preferential pricing for fee-based services. The Association seeks to provide high-quality professional development opportunities that add value to membership and support the advancement of individual members' careers and businesses.

Professional development services are designed to address the diverse needs and interests of the membership, with programs covering technical aspects of digital lending, regulatory compliance, risk management, technology trends, and other topics relevant to the industry. Members are encouraged to suggest topics and speakers for future programs.

**Industry Representation and Advocacy** services include representation of member interests in interactions with government agencies, regulatory authorities, and other stakeholders. Members benefit from the Association's collective voice in policy discussions and regulatory consultations that affect the digital lending industry.

The Association monitors regulatory and policy developments that may affect members' businesses and provides timely updates and analysis to help members understand and respond to changes. This includes participation in public consultations, submission of position papers, and direct engagement with policymakers and regulators.

Members have the right to request that the Association address specific industry issues or policy concerns, subject to the Committee's assessment of the matter's relevance to the Association's objectives and the availability of resources to address the issue effectively.

**Networking and Business Development** opportunities are facilitated through Association events, member directories, and communication platforms that enable members to connect with peers, share experiences, and explore business opportunities. The Association provides forums for members to discuss industry challenges and opportunities in a confidential and supportive environment.

Networking services include regular social events, business forums, and special interest groups that bring together members with common interests or specializations. These activities are designed to foster collaboration and mutual support among members while advancing the Association's objectives.

The Association maintains member directories and communication platforms that facilitate ongoing interaction among members, subject to privacy preferences and confidentiality requirements. Members control their own participation in networking activities and may opt out of specific services while maintaining their overall membership.

### 3.3 Governance Participation Rights

**Electoral Rights** include the right to vote in elections for office-bearers and the right to stand for election to office-bearer positions, subject to eligibility requirements set forth in the Constitution and applicable law. Members have the right to nominate candidates for office-bearer positions and to campaign for their preferred candidates in accordance with established procedures.

The Association conducts elections in accordance with democratic principles, ensuring fair and transparent processes that give all members meaningful opportunities to participate. Election procedures include nomination periods, candidate information sessions, and secret ballot voting conducted under the supervision of independent scrutineers.

Members have the right to observe election processes and to raise concerns about election conduct through established complaint procedures. The Association is committed to maintaining the integrity of its electoral processes and addressing any irregularities or concerns promptly and fairly.

**Committee Interaction Rights** include the right to communicate with office-bearers and Committee members about Association matters, to request meetings with Committee members to discuss specific issues or concerns, and to receive responses to reasonable inquiries about Association activities and decisions.

Members have the right to attend Committee meetings as observers when permitted by the Committee, subject to confidentiality requirements and the need to protect sensitive discussions. The Committee may exclude members from portions of meetings that involve confidential matters, personnel issues, or legal advice.

The Association provides regular opportunities for members to interact with Committee members through town hall meetings, informal sessions, and other forums designed to facilitate communication and feedback. These interactions help ensure that the Committee remains responsive to member needs and concerns.

**Policy Influence Rights** include the right to propose policy initiatives, to comment on proposed changes to Association policies and procedures, and to participate in policy development processes through committees, working groups, and consultation procedures.

Members have the right to petition the Committee to address specific issues or to consider policy changes, subject to reasonable procedural requirements and the Committee's assessment of the matter's relevance and feasibility. The Association encourages member participation in policy development and seeks to incorporate member input into its decision-making processes.

The Committee provides regular opportunities for member input on policy matters through surveys, consultation sessions, and formal comment periods. Member feedback is carefully considered in policy development, and the Committee provides explanations of its decisions when member recommendations are not adopted.

## 4 MEMBER RESPONSIBILITIES AND OBLIGATIONS

### 4.1 Fundamental Obligations

All members have fundamental obligations that are essential to the Association's effective operation and that reflect the mutual responsibilities inherent in membership of a professional association. These obligations are binding on all members and form the foundation for the Association's governance and disciplinary framework.

**Constitutional Compliance Obligation** requires all members to conduct themselves in accordance with the Federal Constitution and State Constitutions of Malaysia, as mandated by Section 2A of the Societies Act 1966. This obligation extends beyond mere legal compliance to encompass active support for constitutional principles including democratic governance, religious harmony, national unity, and respect for the legitimate interests of all communities.

Members must refrain from any activities or conduct that violates constitutional principles or that brings the Association into disrepute through association with unconstitutional activities. This includes avoiding participation in activities that undermine democratic institutions, promote racial or religious discord, or otherwise conflict with Malaysia's constitutional framework.

The constitutional compliance obligation is ongoing and applies to all aspects of members' conduct, whether in their capacity as Association members or in their personal and professional activities. Members who engage in conduct that violates constitutional principles may be subject to disciplinary action up to and including termination of membership.

**Association Loyalty and Support** requires members to act in the best interests of the Association and to support its objectives and activities. This includes participating constructively in Association governance, contributing positively to Association activities, and representing the Association favorably in external interactions.

Members must avoid conflicts of interest that could compromise their ability to act in the Association's best interests, and must disclose any potential conflicts to the Committee for evaluation and management. This includes business relationships, financial interests, or other circumstances that could create divided loyalties or the appearance of impropriety.

The loyalty obligation includes a duty to protect the Association's reputation and to refrain from public criticism or disparagement that could harm the Association's standing or effectiveness. Members who have concerns about Association policies or activities are encouraged to raise these concerns through internal channels rather than through public criticism.

**Professional Conduct Standards** require members to maintain high standards of professional competence and ethical conduct in their business and professional activities. This includes compliance with applicable laws and regulations, adherence to industry best practices, and maintenance of professional qualifications and competencies.

Members engaged in digital lending or related activities must comply with all applicable financial services regulations, consumer protection laws, and industry standards. This includes maintaining appropriate licenses and registrations, implementing effective risk management and compliance systems, and treating customers fairly and transparently.

Professional conduct standards extend to members' interactions with other members, Association staff, and external parties in Association-related activities. Members must treat others with respect and professionalism, avoid discriminatory or harassing conduct, and contribute to a positive and inclusive environment for all participants.

## 4.2 Participation and Engagement Obligations

**Active Participation Expectation** encourages members to participate actively in Association activities and to contribute their expertise and experience to advance the Association's objectives. While the level of participation may vary based on individual circumstances and interests, all members are expected to engage meaningfully with the Association and its activities.

Active participation includes attending general meetings when possible, participating in Association events and programs, and contributing to policy discussions and industry initiatives. Members are encouraged to volunteer for committees and working groups, to share their expertise through presentations and publications, and to mentor new members and industry participants.

The Association recognizes that members have varying levels of availability and different areas of expertise, and seeks to provide diverse opportunities for meaningful participation. Members who are unable to participate actively due to personal or professional circumstances are encouraged to communicate with the Committee to explore alternative ways to contribute.

**Information Sharing and Collaboration** obligations require members to share relevant information and expertise that could benefit the Association and its members, subject to confidentiality restrictions and competitive considerations. This includes sharing insights about industry trends, regulatory developments, and best practices that could inform Association activities and member services.

Members are expected to collaborate constructively with other members and to support collective initiatives that advance the Association's objectives. This includes participating in working groups and committees, contributing to Association publications and research, and supporting advocacy and representation activities.

Information sharing must be conducted in accordance with applicable confidentiality restrictions, competition laws, and professional obligations. Members must respect the confidential information of other members and must not use Association activities to gain unfair competitive advantages or to engage in anti-competitive conduct.

**Continuous Learning and Development** obligations encourage members to maintain and enhance their knowledge and skills relevant to the digital lending industry and to share their learning with other members. This includes staying current with industry developments, regulatory changes, and technological advances that affect the industry.

Members are encouraged to participate in Association-sponsored professional development programs and to pursue external training and education opportunities that enhance their capabilities. The Association provides various learning opportunities and encourages members to take advantage of these resources to advance their professional development.

The continuous learning obligation includes a responsibility to share knowledge and expertise with other members through formal and informal channels. This may include presenting at Association events, contributing to publications, mentoring other members, or participating in knowledge-sharing initiatives.

### 4.3 Confidentiality and Information Protection Obligations

**Member Information Confidentiality** requires all members to protect the confidential information of other members and to use such information only for legitimate Association purposes. This includes personal information, business information, and any other sensitive information that members may encounter through their participation in Association activities.

Members must comply with the Association's Privacy Policy and Information Security Policy in handling personal data and confidential information. This includes implementing appropriate safeguards to protect information in their custody or control, limiting access to authorized individuals, and reporting any security incidents or breaches promptly.

The confidentiality obligation extends to information shared in Association meetings, communications, and other activities. Members must not disclose confidential information to unauthorized parties or use such information for personal or competitive advantage outside the scope of legitimate Association activities.

**Association Information Protection** requires members to protect confidential information about the Association's activities, strategies, and internal affairs. This includes financial information, strategic plans, legal advice, and other sensitive information that could harm the Association if disclosed inappropriately.

Members who serve on committees or in other leadership roles may have access to particularly sensitive information and have enhanced obligations to protect such information. This includes maintaining confidentiality about personnel matters, legal proceedings, regulatory interactions, and strategic initiatives that are not yet public.

The information protection obligation includes a duty to implement appropriate security measures when handling Association information, including secure storage, transmission, and disposal of confidential documents and data. Members must comply with the Association's information security requirements and report any security incidents promptly.

**Third-Party Information Respect** requires members to respect the confidential information of third parties that may be shared in Association activities, including information from government agencies, regulatory authorities, service providers, and other external parties. This information must be used only for legitimate Association purposes and must not be disclosed or used inappropriately.

Members must comply with any confidentiality agreements or restrictions that apply to third-party information and must ensure that such information is protected in accordance with applicable legal and contractual requirements. This includes information received in regulatory consultations, industry briefings, and other external interactions.

The third-party information obligation includes a responsibility to educate Association staff and other members about confidentiality requirements and to ensure that appropriate safeguards are implemented when third-party information is shared or discussed in Association activities.

## 5 FINANCIAL OBLIGATIONS

### 5.1 Membership Fees and Dues

Annual Membership Fees are established by the Committee and approved by the general meeting in accordance with the Constitution. Membership fees are set at levels that enable the Association to fulfill its objectives while remaining accessible to qualified individuals and entities across the digital lending industry.

The fee structure may include different categories for individual and corporate members, with potential variations based on the size of corporate members or other relevant factors. Fee schedules are reviewed annually and may be adjusted to reflect changes in the Association's activities, costs, or strategic priorities.

Members are notified of fee schedules and any changes at least sixty (60) days before the effective date of new fees. Fee changes require approval by the general meeting in accordance with the Constitution, and members have the right to comment on proposed changes during the approval process.

**Payment Terms and Procedures** require annual fees to be paid in advance by the due date specified in the fee notice, typically at the beginning of each membership year. Payment may be made by bank transfer, cheque, or such other methods as the Association may designate from time to time.

Late payment of membership fees may result in suspension of membership privileges, including voting rights, access to member services, and participation in Association activities. Members whose fees remain unpaid for more than ninety (90) days after the due date may have their membership terminated in accordance with the procedures set forth in these Terms and Conditions.

The Association provides reasonable payment arrangements for members experiencing financial difficulties, including installment payment plans and temporary fee reductions in appropriate circumstances. Members seeking payment arrangements must contact the Treasurer to discuss their circumstances and explore available options.

**Special Assessments and Levies** may be imposed by the Committee with the approval of the general meeting to fund special projects, emergency expenses, or other extraordinary costs that cannot be met from regular membership fees and reserves. Special assessments are used sparingly and only when necessary to address significant Association needs.

Special assessments require advance notice to members and approval by a majority vote at a general meeting. The notice must include detailed information about the purpose of the assessment, the amount to be levied, and the payment terms and procedures.

Members who object to special assessments have the right to express their concerns during the approval process and to vote against proposed assessments. However, once approved, special assessments become binding obligations of all members, subject to the same payment terms and enforcement procedures as regular membership fees.

## 5.2 Financial Accountability and Transparency

**Financial Reporting and Disclosure** obligations require the Association to provide members with regular financial reports and to maintain transparency about the use of membership fees and other Association funds. Annual financial statements are prepared in accordance with applicable accounting standards and are audited by qualified independent auditors.

Members receive copies of annual financial statements and auditor reports at least thirty days before the annual general meeting at which the statements are presented for approval. The Treasurer provides explanations of significant financial matters and responds to member questions about the Association's financial position and performance.

Financial reports include detailed information about revenue sources, expenditure categories, reserve funds, and any significant financial commitments or contingencies. The Association maintains appropriate financial controls and oversight procedures to ensure that funds are used efficiently and in accordance with the Association's objectives.

**Budget Approval and Oversight** procedures require annual budgets to be prepared by the Committee and approved by the general meeting. Budget proposals include detailed information about planned activities, expected costs, and funding sources, enabling members to make informed decisions about the Association's financial priorities.

Members have the right to question budget proposals and to suggest modifications during the approval process. The Committee considers member feedback and may revise budget proposals based on member input and changing circumstances.

Budget oversight continues throughout the year through regular financial reporting to the Committee and periodic updates to members. Significant budget variances or unexpected financial developments are reported to members promptly, with explanations of the causes and any corrective actions being taken.

**Expense Reimbursement and Approval** procedures ensure that Association funds are used appropriately and that expenses are properly authorized and documented. Committee members and other authorized individuals may incur expenses on behalf of the Association, subject to approval procedures and spending limits established by the Committee.

Expense reimbursement requires submission of appropriate documentation, including receipts, invoices, and explanations of the business purpose of expenses. The Treasurer reviews all expense claims and ensures compliance with Association policies and procedures.

Significant expenses or commitments require advance approval by the Committee or, in some cases, by the general meeting. This includes contracts for services, equipment purchases, and other expenditures that exceed established spending limits or that represent new categories of expense.

### 5.3 Financial Compliance and Audit

**Audit and Review Requirements** ensure that the Association's financial records and procedures are subject to independent review and verification. Annual audits are conducted by qualified chartered accountants who are independent of the Association and its members.

The audit scope includes examination of financial statements, internal controls, compliance with financial policies and procedures, and adherence to applicable accounting standards and legal requirements. Auditors provide written reports that include their opinions on the financial statements and any recommendations for improvements to financial management.

Audit reports are presented to the Committee and to the general meeting, with opportunities for members to question the auditors and to discuss any significant findings or recommendations. The Committee responds to audit recommendations and implements appropriate corrective actions to address any identified deficiencies.

**Regulatory Compliance** obligations require the Association to comply with all applicable financial reporting and record-keeping requirements under the Societies Act and other relevant laws. This includes maintaining proper books of account, filing required reports with regulatory authorities, and cooperating with any regulatory examinations or inquiries.

Financial compliance includes adherence to tax obligations, including income tax, goods and services tax, and any other applicable taxes or levies. The Association engages qualified tax advisors to ensure compliance with tax requirements and to optimize its tax position within legal limits.

The Association maintains appropriate insurance coverage to protect against financial losses from various risks, including liability insurance, property insurance, and directors and officers insurance. Insurance coverage is reviewed annually and adjusted as necessary to reflect changes in the Association's activities and risk profile.

**Internal Controls and Risk Management** procedures ensure that the Association's financial assets are protected and that financial transactions are properly authorized, recorded, and monitored. Internal controls include segregation of duties, approval hierarchies, and regular reconciliation and review procedures.

Financial risk management includes maintenance of appropriate reserve funds to address unexpected expenses or revenue shortfalls, diversification of investment holdings to minimize investment risk, and regular monitoring of financial performance against budgets and forecasts.

The Committee reviews financial controls and risk management procedures regularly and implements improvements as necessary to address changing circumstances or identified weaknesses. This includes periodic review of banking arrangements, investment policies, and financial management procedures.

## 6 GOVERNANCE PARTICIPATION

### 6.1 Meeting Participation Rights and Obligations

**General Meeting Attendance** is both a right and a responsibility of membership, reflecting the democratic nature of the Association's governance structure. Members have the right to attend all general meetings, including annual general meetings and extraordinary general meetings called for specific purposes.

Meeting notices are provided to all members in accordance with the Constitution, typically at least fourteen (14) days before the meeting date. Notices include the agenda, relevant background materials, and any proposed resolutions or constitutional amendments that will be considered at the meeting.

Members who are unable to attend meetings in person may participate through alternative means when available, such as video conferencing or telephone participation. However, voting rights may be restricted to members who are physically present unless the Constitution specifically provides for remote voting.

The Association encourages active participation in meetings through questions, comments, and constructive discussion of agenda items. Members are expected to conduct themselves professionally and respectfully during meetings, contributing to productive deliberations while respecting the rights of other members to participate.

**Voting Rights and Responsibilities** are fundamental to democratic governance and enable members to influence the Association's direction and policies. Each member in good standing has one vote on matters brought before general meetings, regardless of the size of their business or the amount of their membership fees.

Voting procedures are designed to ensure fairness and transparency, with secret ballots used for elections and controversial issues. Members must be present to vote unless the Constitution specifically provides for proxy voting or other alternative arrangements.

Members have a responsibility to inform themselves about issues before voting and to consider the best interests of the Association and the digital lending industry as a whole. This includes reviewing meeting materials, asking questions about unclear matters, and participating thoughtfully in discussions.

The Association maintains records of voting results and makes these available to members upon request, subject to confidentiality considerations for sensitive matters. Voting records help ensure accountability and enable members to track the outcomes of their collective decisions.

**Proposal and Initiative Rights** enable members to influence the Association's agenda and to propose new initiatives or policy changes for consideration by the membership. Members may propose agenda items for general meetings, subject to reasonable notice requirements and procedural rules.

Proposal procedures typically require advance notice to the Secretary, along with supporting information that explains the rationale for the proposal and its potential impact on the Association. The Committee reviews proposals to ensure they are within the Association's scope and are presented in a form suitable for member consideration.

Members may also petition for extraordinary general meetings to address urgent matters that cannot wait for the next scheduled meeting. Petition procedures require support from a specified number of members and must identify the specific matters to be addressed at the meeting.

The Association encourages member initiatives and seeks to provide appropriate forums for member input and participation in governance. This includes opportunities to serve on committees, participate in working groups, and contribute to policy development processes.

## 6.2 Committee and Leadership Engagement

**Office-Bearer Elections** provide opportunities for qualified members to serve in leadership roles and to contribute directly to the Association's governance and management. Elections are conducted in accordance with the Constitution and applicable law, ensuring fair and transparent processes.

Eligibility for office-bearer positions is governed by the Constitution and the Societies Act, including disqualification provisions that exclude individuals with certain criminal convictions, bankruptcy, or other legal impediments. Candidates must meet character and competency requirements and must be committed to serving the Association's best interests.

Election procedures include nomination periods, candidate information sessions, and campaigning opportunities that enable members to learn about candidates and their qualifications. The Association provides equal opportunities for all candidates to present their credentials and platforms to the membership.

Voting is conducted by secret ballot under the supervision of independent scrutineers, with results announced promptly after counting is completed. Unsuccessful candidates and other members have the right to observe the counting process and to raise concerns about election conduct through established procedures.

**Committee Interaction and Oversight** mechanisms ensure that the Committee remains accountable to the membership and responsive to member needs and concerns. Members have the right to communicate with Committee members about Association matters and to receive responses to reasonable inquiries.

The Committee provides regular reports to members about its activities, decisions, and plans, including written reports at general meetings and periodic newsletters or communications. These reports enable members to stay informed about Association activities and to provide feedback on Committee performance.

Members may request meetings with Committee members to discuss specific issues or concerns, and the Committee endeavors to accommodate such requests when possible. However, Committee members are volunteers with limited time, and requests must be reasonable and related to legitimate Association matters.

The Association provides opportunities for informal interaction between Committee members and the general membership through social events, networking sessions, and other activities that facilitate communication and relationship-building.

**Performance Monitoring and Feedback** procedures enable members to evaluate Committee performance and to provide input on governance effectiveness. This includes regular surveys, feedback sessions, and formal evaluation processes that help identify areas for improvement.

Members are encouraged to provide constructive feedback about Association governance, including suggestions for policy improvements, operational enhancements, and strategic initiatives. The Committee considers member feedback seriously and implements appropriate changes when feasible.

Performance monitoring includes tracking of key performance indicators related to membership satisfaction, financial performance, achievement of strategic objectives, and other measures of Association effectiveness. Results are reported to members regularly and used to guide continuous improvement efforts.

The Association maintains procedures for addressing concerns about Committee performance or individual Committee member conduct, including informal resolution mechanisms and formal complaint procedures when necessary.

### 6.3 Policy Development and Strategic Planning

**Policy Participation Opportunities** enable members to contribute to the development of Association policies and procedures that govern operations and member services. This includes participation in policy review committees, consultation processes, and feedback mechanisms that inform policy development.

The Association conducts regular reviews of its policies and procedures to ensure they remain current and effective. Members are invited to participate in these reviews through surveys, focus groups, and public comment periods that provide opportunities for input and feedback.

Policy development processes are designed to be inclusive and transparent, with opportunities for all members to contribute regardless of their level of expertise or involvement in Association activities. The Committee considers all member input carefully and provides explanations when member recommendations are not adopted.

Members with particular expertise in specific areas are encouraged to volunteer for policy development committees and working groups that address technical or specialized issues. These groups provide detailed analysis and recommendations that inform Committee decision-making.

**Strategic Planning Engagement** involves members in the development of the Association's long-term strategic direction and priorities. This includes participation in strategic planning sessions, surveys about member needs and priorities, and feedback on proposed strategic initiatives.

The Association conducts comprehensive strategic planning exercises periodically to assess its progress, identify emerging challenges and opportunities, and establish priorities for future activities. Members are invited to participate in these exercises through various mechanisms designed to capture diverse perspectives and insights.

Strategic planning processes consider the evolving needs of the digital lending industry, changes in the regulatory environment, technological developments, and other factors that may affect the Association's role and activities. Member input is essential to ensuring that strategic plans reflect the needs and priorities of the membership.

Implementation of strategic plans is monitored regularly, with progress reports provided to members and opportunities for feedback on implementation effectiveness. Strategic plans are updated as necessary to reflect changing circumstances and member priorities.

**Industry Advocacy Input** mechanisms enable members to influence the Association's advocacy positions and activities on behalf of the digital lending industry. This includes consultation on regulatory submissions, policy positions, and public statements that represent the Association's views.

The Association seeks member input on significant industry issues and policy developments that may affect members' businesses or the industry as a whole. This input helps ensure that advocacy activities reflect the diverse perspectives and interests of the membership.

Members with particular expertise in regulatory or policy matters are encouraged to participate in advocacy committees and working groups that develop detailed positions and recommendations. These groups provide technical analysis and industry insights that strengthen the Association's advocacy effectiveness.

The Association maintains transparency about its advocacy activities and positions, providing regular updates to members about regulatory developments, policy initiatives, and the Association's responses to these developments.

## 7 INFORMATION ACCESS AND TRANSPARENCY

### 7.1 Member Access to Association Information

**Right to Inspect Records** is a fundamental right of membership that enables members to verify the Association's compliance with legal and policy requirements and to hold the Committee accountable for its actions. Members have the right to inspect the Association's books and records during reasonable business hours and upon reasonable notice, subject to confidentiality restrictions and the protection of sensitive information.

Inspection rights extend to membership lists, financial records, meeting minutes, and correspondence with regulatory authorities, subject to applicable privacy laws and the Association's confidentiality policies. The Association provides reasonable access to information while protecting the privacy of individual members and the confidentiality of sensitive business information.

Requests for information access must be made in writing to the Secretary and must specify the records to be inspected and the purpose of the inspection. The Association may charge a reasonable fee to cover the costs of providing access, particularly for extensive or complex requests.

**Limitations on Access** may be imposed to protect confidential information, personal data of other members, legal advice, and other sensitive information that could be harmed by disclosure. The Committee may deny access to records that are subject to legal privilege, that contain confidential commercial information, or that relate to ongoing investigations or legal proceedings.

When access is denied, the Association provides a written explanation of the reasons for denial and informs the member of their right to appeal the decision through the dispute resolution procedures set forth in these Terms and Conditions. The Association seeks to balance transparency with the need to protect sensitive information and to comply with legal and ethical obligations.

**Information Request Procedures** are designed to be efficient and fair, providing members with timely access to information while protecting the Association's resources and confidential information. The

Secretary responds to information requests within thirty days of receipt, either by providing access to the requested information or by providing a written explanation of any limitations or denials.

Members who are dissatisfied with the response to their information requests may appeal to the Committee for review. The Committee considers appeals promptly and provides a final decision within thirty days of receipt of the appeal. Further appeals may be made through the dispute resolution procedures set forth in these Terms and Conditions.

## 7.2 Association Reporting and Disclosure

**Annual Reports and Financial Statements** are provided to all members at least thirty days before the annual general meeting at which they are presented for approval. Annual reports include a summary of the Association's activities and achievements during the year, a review of financial performance, and information about key initiatives and plans for the future.

Financial statements are prepared in accordance with applicable accounting standards and are audited by qualified independent auditors. The auditor's report is included with the financial statements and provides an independent opinion on the fairness and accuracy of the financial information.

The Association provides opportunities for members to question the annual report and financial statements during the annual general meeting and to receive explanations from the Committee and the auditors about any significant matters.

**Meeting Minutes and Resolutions** are made available to members within a reasonable time after each general meeting. Meeting minutes provide a summary of discussions, decisions, and voting results, enabling members who were unable to attend to stay informed about Association governance.

Resolutions passed at general meetings are binding on all members and are incorporated into the Association's policies and procedures as appropriate. The Association maintains a register of all resolutions passed at general meetings and makes this available to members upon request.

**Regulatory Filings and Disclosures** are made in accordance with the requirements of the Societies Act and other applicable laws. This includes filing of annual returns with the Registrar of Societies, notification of changes to the Constitution or office-bearers, and compliance with any other reporting or disclosure requirements.

The Association maintains copies of all regulatory filings and makes these available to members upon request, subject to any confidentiality restrictions imposed by regulatory authorities. The Association is committed to full transparency in its dealings with regulatory authorities and to maintaining its good standing as a registered society.

## 7.3 Confidentiality and Non-Disclosure

**Confidential Information Protection** is a fundamental obligation of all members, who must protect confidential information about the Association, its members, and its activities. Confidential information includes any information that is not publicly available and that could be harmful to the Association or its members if disclosed inappropriately.

Members must not disclose confidential information to unauthorized parties or use such information for personal or competitive advantage outside the scope of legitimate Association activities. This obligation continues even after a member leaves the Association.

The Association implements appropriate security measures to protect confidential information and requires all members to comply with its Information Security and Privacy policies. Violations of confidentiality obligations may result in disciplinary action up to and including termination of membership.

**Personal Data Privacy** is a key priority for the Association, which is committed to protecting the personal data of its members in accordance with the Personal Data Protection Act 2010. The Association's Privacy Policy governs the collection, use, and disclosure of personal data and establishes procedures for protecting individual privacy rights.

Members must comply with the Privacy Policy in handling personal data of other members and must not use such data for purposes other than legitimate Association activities. This includes respecting members' communication preferences, protecting contact information from unauthorized disclosure, and reporting any privacy incidents promptly.

**Non-Disclosure Agreements** may be required for members who participate in committees, working groups, or other activities that involve access to particularly sensitive information. Non-disclosure agreements establish specific confidentiality obligations and provide additional legal protection for sensitive information.

Members who are required to sign non-disclosure agreements must comply with their terms and must not disclose protected information except in accordance with the agreement's provisions. Violations of non-disclosure agreements may result in legal action in addition to disciplinary action by the Association.

## 8 PRIVACY AND CONFIDENTIALITY

### 8.1 Personal Data Protection

**Compliance with Privacy Policy** is a mandatory requirement for all members, who must adhere to the Association's Privacy Policy in all activities related to the Association. The Privacy Policy establishes comprehensive procedures for protecting personal data in accordance with the Personal Data Protection Act 2010 and international best practices.

Members must familiarize themselves with the Privacy Policy and must comply with its requirements for collecting, using, and disclosing personal data. This includes obtaining appropriate consent for data processing, protecting personal data in their custody or control, and reporting any privacy incidents promptly.

Violations of the Privacy Policy may result in disciplinary action up to and including termination of membership, as well as potential legal liability under the Personal Data Protection Act.

**Consent for Data Processing** is a fundamental principle of the Association's privacy practices. The Association obtains explicit, informed consent from members for the collection, use, and disclosure of their personal data for specific purposes, as outlined in the Privacy Policy.

Members have the right to withdraw consent for data processing at any time, subject to legal and contractual restrictions. Withdrawal of consent may affect the Association's ability to provide certain services or to maintain membership, as explained in the Privacy Policy.

**Data Subject Rights** are fully respected by the Association, which provides procedures for members to exercise their rights under the Personal Data Protection Act. These rights include the right to access, correct, and delete personal data, as well as the right to restrict or object to certain processing activities.

Members may exercise their data subject rights by contacting the Association's Privacy Officer in accordance with the procedures set forth in the Privacy Policy. The Association responds to rights requests promptly and in accordance with legal requirements.

## 8.2 Confidentiality of Association Information

**Protection of Sensitive Information** is a key responsibility of all members, who must protect confidential information about the Association's activities, strategies, and internal affairs. This includes financial information, strategic plans, legal advice, and other sensitive information that could harm the Association if disclosed inappropriately.

Members who serve on committees or in other leadership roles have enhanced obligations to protect sensitive information and must comply with any additional confidentiality requirements that apply to their roles.

**Non-Disclosure of Internal Deliberations** is essential to maintaining open and candid discussion within the Association's governance bodies. Members must not disclose confidential discussions or deliberations from Committee meetings, working groups, or other internal forums without authorization.

This obligation helps ensure that Committee members and other participants can engage in frank and open discussion without fear of public disclosure or reprisal. Violations of this obligation may result in disciplinary action and may undermine the effectiveness of the Association's governance processes.

**Secure Information Handling** procedures must be followed by all members when handling confidential Association information. This includes secure storage, transmission, and disposal of documents and data in accordance with the Association's Information Security Policy.

Members must implement appropriate security measures on their own systems and devices to protect Association information and must report any security incidents promptly. The Association provides guidance and support to help members implement required security controls.

## 8.3 Member Directory and Networking

**Member Directory Services** are provided to facilitate networking and communication among members, subject to privacy preferences and confidentiality requirements. The Association maintains a member directory that includes contact information and professional profiles of members who have consented to be included.

Members have the right to control their own information in the directory and may choose what information to share and with whom. Members may opt out of the directory at any time or may restrict access to their information to specific groups of members.

**Use of Directory Information** is restricted to legitimate Association purposes and must not be used for commercial solicitation, spamming, or other inappropriate activities. Members who misuse directory information may be subject to disciplinary action and may have their access to the directory suspended or revoked.

**Networking Event Confidentiality** requires members to respect the confidentiality of information shared during networking events and other informal gatherings. Members must not disclose confidential business information or personal information shared in these settings without the consent of the individuals involved.

Networking events are intended to foster open and candid discussion among members, and this requires a high level of trust and confidentiality. Violations of networking confidentiality may undermine the value of these events and may result in disciplinary action.

## 9 PROFESSIONAL CONDUCT STANDARDS

### 9.1 Compliance with Code of Ethics

**Adherence to Code of Ethics** is a mandatory requirement for all members, who must comply with the Association's Code of Ethics in all their professional and Association-related activities. The Code of Ethics establishes high standards of professional conduct and ethical behavior that are essential to maintaining the Association's reputation and integrity.

The Code of Ethics addresses key areas of professional conduct, including compliance with laws and regulations, ethical business practices, consumer protection, and responsible industry leadership. Members must familiarize themselves with the Code of Ethics and must conduct themselves in accordance with its principles and provisions.

Violations of the Code of Ethics may result in disciplinary action up to and including termination of membership, as well as potential legal and regulatory consequences. The Association is committed to enforcing the Code of Ethics and to maintaining a culture of integrity and professionalism among its members.

**Ethical Business Practices** are a cornerstone of the Code of Ethics, which requires members to conduct their business activities with honesty, integrity, and fairness. This includes transparent and accurate advertising, fair and responsible lending practices, and respectful treatment of customers and competitors.

Members must avoid deceptive or misleading practices, predatory lending, and any other conduct that could harm consumers or undermine public trust in the digital lending industry. The Association promotes responsible innovation and encourages members to develop products and services that provide real value to consumers while managing risks effectively.

**Consumer Protection** is a key priority for the Association, which requires members to comply with all applicable consumer protection laws and to implement best practices for consumer protection in their own operations. This includes clear and transparent disclosure of loan terms and conditions, responsible assessment of borrower affordability, and fair and respectful debt collection practices.

Members must provide accessible and effective dispute resolution procedures for their customers and must respond to customer complaints promptly and fairly. The Association encourages members to go beyond minimum legal requirements and to adopt consumer-friendly practices that build long-term customer relationships.

## 9.2 Industry Reputation and Integrity

**Protection of Association Reputation** is a shared responsibility of all members, who must conduct themselves in a manner that reflects positively on the Association and the digital lending industry as a whole. Members must avoid any conduct that could bring the Association into disrepute or that could undermine its credibility and effectiveness as an industry representative.

This includes responsible public statements about the Association and the industry, respectful engagement with competitors and critics, and constructive participation in public policy debates. Members who have concerns about Association policies or activities are encouraged to raise these concerns through internal channels rather than through public criticism that could harm the Association's reputation.

**Responsible Industry Leadership** is encouraged by the Association, which seeks to promote best practices and high standards of conduct throughout the digital lending industry. Members are expected to contribute to this objective by demonstrating leadership in their own businesses and by participating in industry initiatives that promote responsible innovation and consumer protection.

Industry leadership includes sharing best practices with other members, mentoring new industry participants, and contributing to the development of industry standards and codes of conduct. The Association provides forums for members to collaborate on industry improvement initiatives and to share their expertise for the benefit of the broader industry.

**Anti-Corruption and Bribery** policies are strictly enforced by the Association, which prohibits all forms of corruption, bribery, and improper influence in its own operations and in the activities of its members. Members must comply with all applicable anti-corruption laws and must not engage in any conduct that could be perceived as corrupt or improper.

This includes avoiding payments or gifts to government officials or other parties to obtain improper advantages, refusing to accept bribes or kickbacks, and maintaining transparent and accurate records of all financial transactions. The Association has a zero-tolerance policy for corruption and will take appropriate action against any member who violates this policy.

## 9.3 Conflict of Interest Management

**Disclosure of Conflicts of Interest** is a mandatory requirement for all members, who must disclose any potential conflicts of interest that could compromise their ability to act in the Association's best interests. Conflicts of interest may arise from business relationships, financial interests, or other circumstances that could create divided loyalties or the appearance of impropriety.

Members must disclose potential conflicts to the Committee in writing as soon as they become aware of them. The Committee evaluates disclosed conflicts and determines what measures are necessary to manage them effectively, which may include recusal from decision-making, divestment of conflicting interests, or other appropriate actions.

**Recusal from Decision-Making** is required for members who have a direct or indirect financial interest in a matter being considered by the Association. Members with conflicts of interest must not participate in discussions or votes on matters where their objectivity could be compromised.

Recusal procedures are designed to protect the integrity of the Association's decision-making processes and to ensure that decisions are made in the best interests of the Association and its members as a whole. The Committee maintains records of all recusals and makes these available to members upon request.

**Fair Dealing and Competition** are promoted by the Association, which requires members to compete fairly and ethically in the marketplace. Members must not use their participation in the Association to engage in anti-competitive conduct, such as price-fixing, market allocation, or boycotts.

The Association complies with all applicable competition laws and provides guidance to members on compliance with these laws. Members who have questions about competition law compliance are encouraged to seek legal advice and to consult with the Association's legal counsel when appropriate.

## 10 DISCIPLINARY PROCEDURES

### 10.1 Grounds for Disciplinary Action

Disciplinary action may be taken against any member who violates these Terms and Conditions, the Constitution, the Code of Ethics, or any other policies or procedures of the Association. The Association takes all violations seriously and is committed to enforcing its rules fairly and consistently to protect the interests of its members and the integrity of the Association.

**Violation of Terms and Conditions** includes any breach of the obligations and responsibilities set forth in this document, such as failure to pay membership fees, violation of confidentiality obligations, or misuse of Association information or resources. The severity of the disciplinary action will depend on the nature and severity of the violation, the member's history of compliance, and any mitigating or aggravating circumstances.

**Breach of Constitution or Code of Ethics** includes any conduct that violates the fundamental principles and rules of the Association, such as engaging in unconstitutional activities, violating professional conduct standards, or undermining the Association's governance and integrity. These violations are considered particularly serious and may result in significant disciplinary sanctions, including termination of membership.

**Conduct Detrimental to the Association** includes any conduct that harms the Association's reputation, undermines its objectives, or disrupts its operations, even if the conduct does not violate a specific rule or policy. This may include public disparagement of the Association, harassment of other members or staff, or any other conduct that is deemed to be contrary to the best interests of the Association.

### 10.2 Investigation and Hearing Procedures

**Complaint and Investigation Process** begins with the submission of a written complaint to the Secretary, who is responsible for overseeing the investigation of all disciplinary matters. Complaints must be made in good faith and must include sufficient detail to enable investigation of the alleged violation.

The Secretary conducts a preliminary investigation to determine whether the complaint has merit and whether there is sufficient evidence to warrant further action. The Secretary may interview the complainant, the accused member, and any witnesses, and may review relevant documents and records.

If the preliminary investigation indicates that a violation may have occurred, the Secretary refers the matter to the Disciplinary Committee for a formal hearing. The Disciplinary Committee is a standing committee of the Association appointed by the Committee to hear and decide disciplinary cases.

**Hearing Rights and Procedures** ensure that accused members have a fair opportunity to respond to allegations and to present their case. Accused members receive written notice of the charges against them, the evidence supporting the charges, and the date, time, and location of the hearing.

Accused members have the right to be represented by legal counsel or another advisor at the hearing, to present evidence and witnesses in their defense, and to cross-examine witnesses presented by the Association. Hearings are conducted in a fair and impartial manner, with all parties having an opportunity to be heard.

The Disciplinary Committee considers all evidence and arguments presented at the hearing and makes a written decision based on the balance of probabilities. The decision includes findings of fact, conclusions about whether a violation occurred, and any disciplinary sanctions to be imposed.

**Disciplinary Sanctions** are determined by the Disciplinary Committee based on the nature and severity of the violation, the member's history of compliance, and any mitigating or aggravating circumstances. Sanctions may include:

- **Warning or Reprimand:** A formal written notice of the violation and a warning against future misconduct.
- **Suspension:** Temporary suspension of membership privileges, such as voting rights, access to services, or participation in activities, for a specified period. During the suspension period, the member shall remain subject to the obligations and duties of membership. Upon conclusion of the investigation and/or hearing procedures, the Committee shall decide whether to lift the suspension, extend it, or proceed with termination in accordance with the Association's Constitution and these Terms and Conditions stated herein.
- **Fine:** A monetary penalty imposed on the member, with the amount determined by the severity of the violation and any financial harm caused to the Association.
- **Termination:** Permanent revocation of membership for serious or repeated violations.

### 10.3 Appeal and Review Procedures

**Appeal to the Committee** is available to any member who is found to have violated the Association's rules and who is subject to disciplinary sanctions. Appeals must be made in writing to the Secretary within thirty days of receipt of the Disciplinary Committee's decision.

The Committee reviews the Disciplinary Committee's decision and the record of the hearing to determine whether the decision was supported by the evidence and whether the sanction was appropriate. The Committee may uphold, modify, or overturn the Disciplinary Committee's decision.

The Committee's decision on appeal is final and binding, subject to any further appeal rights that may be available under the dispute resolution procedures set forth in these Terms and Conditions.

**External Review and Arbitration** may be available in certain circumstances for members who are not satisfied with the outcome of the internal appeal process. The dispute resolution procedures set forth in these Terms and Conditions provide for mediation and arbitration of certain disputes, which may include appeals of disciplinary decisions.

**Regulatory Reporting** may be required for certain violations, particularly those that involve illegal conduct or that may affect the Association's compliance with the Societies Act or other applicable laws. The Association cooperates fully with regulatory authorities in any investigations or enforcement actions that may arise from disciplinary matters.

## 11 TERMINATION AND WITHDRAWAL

### 11.1 Voluntary Withdrawal

**Withdrawal Procedures** enable members to resign from the Association at any time by providing written notice to the Secretary. Resignations are effective upon receipt of the notice, unless a later effective date is specified in the notice.

Members who resign are not entitled to a refund of any membership fees or other payments made to the Association. Resigning members must settle any outstanding financial obligations to the Association before their resignation is finalized.

**Continuing Obligations** may apply to members even after they have resigned from the Association. These may include confidentiality obligations, non-disclosure agreements, and any other contractual or legal obligations that survive the termination of membership.

### 11.2 Involuntary Termination

**Grounds for Termination** include serious or repeated violations of these Terms and Conditions, the Constitution, or the Code of Ethics, as well as any other conduct that is deemed to be detrimental to the best interests of the Association. Termination is the most serious disciplinary sanction and is reserved for cases where other sanctions are not sufficient to address the misconduct.

Termination may also occur for non-payment of membership fees, loss of eligibility for membership, or any other reason specified in the Constitution or these Terms and Conditions.

**Termination Procedures** follow the disciplinary procedures set forth in these Terms and Conditions, with accused members having the right to a fair hearing and appeal before their membership is terminated. The decision to terminate a member's membership is made by the Disciplinary Committee and is subject to appeal to the Committee.

**Consequences of Termination** include the immediate loss of all rights and privileges of membership, including the right to participate in Association activities, to use the Association's name or logo, and to represent oneself as a member of the Association. Terminated members are not entitled to a refund of any membership fees or other payments made to the Association.

### 11.3 Reinstatement of Membership

**Reinstatement Procedures** may be available for members whose membership has been terminated for non-payment of fees or other administrative reasons. Reinstatement requires payment of all outstanding fees and any reinstatement fees that may be imposed by the Committee.

Members whose membership has been terminated for disciplinary reasons may apply for reinstatement after a specified period, typically two (2) years from the date of termination. Reinstatement is not guaranteed and is subject to the Committee's discretion, based on a review of the member's conduct since termination and any evidence of rehabilitation.

## 12 DISPUTE RESOLUTION

### 12.1 Internal Dispute Resolution

**Informal Resolution** is encouraged as the first step in resolving any disputes that may arise between members or between a member and the Association. Members are encouraged to resolve disputes through direct communication and negotiation whenever possible.

**Mediation Services** may be provided by the Association to help members resolve disputes that cannot be resolved through informal means. The Association may appoint a neutral mediator to facilitate discussions and to help the parties reach a mutually acceptable resolution.

### 12.2 External Dispute Resolution

**Arbitration Procedures** may be used to resolve disputes that cannot be resolved through internal means. The Association may agree to submit disputes to binding arbitration in accordance with the rules of a recognized arbitration institution.

**Legal Proceedings** may be initiated as a last resort for disputes that cannot be resolved through other means. The Association and its members agree that any legal proceedings will be brought in the courts of Malaysia and will be governed by Malaysian law.

## 13 LEGAL COMPLIANCE AND REGULATORY COOPERATION

### 13.1 Compliance with Applicable Laws

All members must comply with all applicable laws and regulations in their professional and Association-related activities. This includes compliance with the Societies Act, the Personal Data Protection Act, financial services regulations, and any other laws that may apply to their businesses.

### 13.2 Cooperation with Regulatory Authorities

The Association cooperates fully with all regulatory authorities and requires its members to do the same. This includes responding to regulatory inquiries, providing requested information, and complying with any regulatory orders or directives.

### 13.3 Whistleblowing Protection

Any member and/or employee who, in good faith, reports suspected wrongdoing, misconduct, or violations of these Terms and Conditions shall be protected from retaliation. Reports may be made confidentially to the Committee or any designated officer, and all reports shall be investigated promptly and impartially. The identity of the whistleblower shall be kept confidential to the extent permitted by law.

## 14 LIMITATION OF LIABILITY

### 14.1 Disclaimer of Warranties

The Association provides its services and benefits on an "as is" basis and makes no warranties or representations about the quality, accuracy, or completeness of its services or information. The Association disclaims all warranties, express or implied, to the fullest extent permitted by law.

### 14.2 Limitation of Liability

The Association's liability to its members for any claims arising out of or related to their membership is limited to the amount of membership fees paid by the member during the preceding twelve months. The Association is not liable for any indirect, consequential, or punitive damages.

## 15 AMENDMENT AND MODIFICATION

### 15.1 Amendment Procedures

These Terms and Conditions may be amended by the Committee from time to time, subject to approval by the general meeting in accordance with the Constitution. Proposed amendments are provided to members for review and comment before being put to a vote.

### 15.2 Notification of Changes

Members are notified of any changes to these Terms and Conditions at least thirty days before the changes take effect. Notification is provided through email, the Association's website, or other appropriate means.

## 16 GENERAL PROVISIONS

### 16.1 Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia. Any disputes arising out of or related to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Malaysia.

### 16.2 Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**16.3 Entire Agreement**

These Terms and Conditions, together with the Constitution and the Code of Ethics, constitute the entire agreement between the Association and its members and supersede all prior agreements and understandings.

**16.4 Indemnity**

No Committee member, office-bearer, or person acting on behalf of the Association shall be personally liable for any act, omission, or decision made in good faith in the exercise of their official duties. The Association shall indemnify and hold harmless such individuals against any loss, damage, or expense incurred in connection with the performance of their official duties, except in cases of fraud, gross negligence, or willful misconduct.

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**MEMBERSHIP APPLICATION**

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[DETERMINE THE DATA REQUIRED TO COLLECT FOR THE APPLICATION]

Type of Membership:

	Type of membership / PPW size	Membership Fees (per annum)		
		PPW < 5 staffs	PPW between 5 to 50 staffs	PPW more than 50 staffs
<input type="checkbox"/>	<b>Premium (Ahli Premium)</b>	1,000	1,500	2,000
<input type="checkbox"/>	<b>Ordinary (Ahli Biasa)</b>	500	1,000	1,500
<input type="checkbox"/>	<b>Youth (Ahli Belia)</b>	100		
<input type="checkbox"/>	<b>Associate (Ahli Bersekutu)</b>	5,000		
<input type="checkbox"/>	<b>Honorary (Ahli Kehormat)</b>	TBA		

- I hereby acknowledge that the information provided above is accurate
- I have read and agreed to the AoDL Terms and Conditions above
- By clicking "I Agree" or "Submit Application," you provide your electronic consent to [AoDL Privacy Policy](#).
- Please keep me updated on the future events and services provided by AoDL

\_\_\_\_\_  
 Name:  
 Date: