



**Form No:** \_\_\_\_\_

**MID:** \_\_\_\_\_

Types of Application: (Please tick whichever is applicable)

<input type="checkbox"/> ONEPay Prepaid VAS Services Application (Retailer)  	<input type="checkbox"/> M1Pay Payment Processing Services Application (eCommerce Merchant)  
<input type="checkbox"/> VAS on M1 Device <input type="checkbox"/> VAS on M1 WebPortal <input type="checkbox"/> VAS on M1 Smartphone App <input type="checkbox"/> MyDebit *Terminal Model Request: _____ <input type="checkbox"/> eWALLETS	<input type="checkbox"/> VAS on API <input type="checkbox"/> VAS on Retailer Device <input type="checkbox"/> eM-ONEi <input type="checkbox"/> Credit Card on Device Paydee <input type="checkbox"/> Credit Card on Device UMS <input type="checkbox"/> eWALLETS
<input type="checkbox"/> DuitNow QR	<input type="checkbox"/> Credit Card (UMS) <input type="checkbox"/> FPX <input type="checkbox"/> eM-ONEi <input type="checkbox"/> eWALLETS

**A. APPLICANT INFORMATION** *(please write in capital letters)*
*For individuals fill in Name for "Registered Business" and NRIC/Passport number for "Business Registration No"*

<b>Registered Business*:</b>	_____		
<b>Business Registration No*:</b>	_____	<b>SST/GST Id: (registrant only)</b>	_____
<b>Registered Address*:</b>	_____		<b>Town*:</b> _____
			<b>State*:</b> _____
			<b>Postcode*:</b> _____
<b>Country of Registration*:</b>	_____		
<b>Type of Business*:</b>	<input type="checkbox"/> Bhd <input type="checkbox"/> Sdn Bhd <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Others _____		
<b>Principal Business:</b>	_____		
<b>Types of Products &amp; Services:</b>	_____		
<b>Business Operating Days &amp; Hours:</b> <i>(eg: Mon-Fri, 9am-6pm)</i>	_____		
<b>Business Transaction History:</b>	<b>Average Ticket Size:</b>	_____	<b>Expected Monthly Turnover:</b>
		_____	_____

**PRINCIPAL CONTACT PERSON**

<b>Contact Name*:</b>	_____	<b>Designation*:</b>	_____
<b>Mobile No*:</b>	_____	<b>Tel No:</b>	_____
<b>Email:</b>	_____	<b>Fax No:</b>	_____

**B. COMPANY OWNERS / DIRECTORS**

Name*	Designation	IC No / Passport*	Mobile No

**C. PREPAID VAS SERVICES DETAILS**

<b>VAS Products to be excluded (if any):</b>	_____
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**D. PAYMENT PROCESSING SERVICES DETAILS**

<b>Payment Methods to be excluded (if any):</b>	_____
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**E. PLATFORM INFORMATION**
**PHYSICAL CHANNEL - MAIN OUTLET DETAILS**
*(Write "As Above" if same as main company info. For more than one outlet, please fill out the paper/digital "Branch Out Forms")*

<b>Outlet/Shop Name*:</b>			
<b>Outlet Tel No*:</b>		<b>Outlet Fax No:</b>	
<b>Outlet Address*:</b>		<b>Town*:</b>	
		<b>State*:</b>	
		<b>Postcode*:</b>	
<b>GPS Coordinates*:</b>	<b>Latitude*:</b>	<b>Longitude*:</b>	
<b>Outlet Shop Type*:</b>	<input type="checkbox"/> Headquarters <input type="checkbox"/> Branch <input type="checkbox"/> Kiosk <input type="checkbox"/> Others _____		
<b>Outlet Operating Days &amp; Hours:</b>	<i>(eg: Mon-Fri, 9am-6pm)</i>		
<b>Contact Person*:</b>		<b>Mobile No*:</b>	
<b>Email:</b>		<b>Tel No*:</b>	
<b>Remarks:</b>			

**INTERNET CHANNEL – WEB STORE DETAILS**

<b>Website and/or Mobile Apps (IP Address):</b>	
<b>URL:</b>	
<b>Email:</b>	

**DELIVERY TIME OF GOODS/SERVICES**

<b>Estimated delivery time of goods and/or services to the customers: (eg. Immediately/number of days)</b>	
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**F. APPLICANT BANK ACCOUNT DETAILS**
*Payments to APPLICANT (if any) will be made to this Bank Account*

<b>Bank Name:</b>		<b>BRANCH ADDRESS:</b>	
<b>Bank Account Name:</b>			
<b>Bank Account No:</b>			

Do you agree to display promotional materials on your premises and website?

 Yes  No

**A. DUE DILIGENCE**

 As part of the due diligence on APPLICANT by MobilityOne Sdn Bhd ("**COMPANY**"), APPLICANT will provide COMPANY with the following information and cross with "For M1 Only":

1. Latest company registration search extracted from the relevant registry;
2. Latest certificate of incorporation and registration issued by competent authority;
3. Identification documents (Passport/NRIC) of all board of directors, shareholders and authorized signatory;
4. Latest month of bank statement with beneficiary name, address & acct number;
5. 1 copy Exterior Photos of Applicant's business premises Front View with Signboard AND 1 copy Interior Photos of Applicant's business premises Inside View with Products;
6. Any other relevant information upon Company's reasonable request from time to time

 APPLICANT also authorizes COMPANY and any other 3<sup>rd</sup> party as appointed by the COMPANY to obtain credit information from CTOS or any credit reporting agencies, financial institutions or any other relevant authorities for purpose of evaluating APPLICANT's credit worthiness and verifying the information provided by APPLICANT.

**B. LEGALLY BINDING AGREEMENT**

 By signing this Agreement (which consists of the above application form and all the relevant schedules hereunder) or, in the event an electronic version of this Agreement is used, by clicking the button "I Confirm" or similar button, registering, accessing or using the Services, APPLICANT enters into a legally binding agreement with COMPANY which will take effect on the last date on which the Agreement is executed ("**Effective Date**"). APPLICANT agrees to accept the terms and rules set out in this Agreement including its schedules and appendices, and certifies that all information contained in this Application Form and other documentation, submitted in support of this Agreement are complete, true and correct.

**IN WITNESS THEREOF**, this Agreement has been executed by an authorized signatory of each party.

<b>For and behalf of the Applicant</b>			
Signature & Company Stamp	<b>Name:</b>		
	<b>NRIC No:</b>		
	<b>Date:</b>		
<b>For and behalf of the COMPANYY</b>			
Signature & Company Stamp	<b>Name:</b>		
	<b>NRIC No:</b>		
	<b>Date:</b>		

**SUPPLEMENTARY INFORMATION (FOR OFFICE USE ONLY)**

<b>Company:</b>				<b>RefNo:</b>	
<b>Comp RegNo:</b>	<b>BPCode AR:</b>	<b>BPCode AP:</b>		<b>MCC*:</b>	
<b>Existing/New Entity*:</b>	<input type="checkbox"/> Existing Entity <input type="checkbox"/> New Entity		<b>Reseller/Introducer:</b>		
<b>Submitted documents:</b>	<input type="checkbox"/> Business Registration Forms (For Sole Proprietor: Form 9 &13 & SSM) (For Sdn Bhd: Form 49 & 24 & SSM)(Bank Statement Heater & Photos of Outlet)				
	<input type="checkbox"/> Photocopy IC of Directors/Owners (front & back)				
<input type="checkbox"/> <b>Cheque for EDC deposit &amp; Processing Fee:</b>			<b>Cheque No*:</b>	<b>Amount:</b>	
<b>Risk Level:</b>		<b>Status of Application:</b>	<input type="checkbox"/> Approve <input checked="" type="checkbox"/> Reject		
<b>Risk Comments:</b>		<b>Remarks:</b>			
<b>Monthly Rental (if any):</b>					

*Specify the MID, TID, Terminal info for the terminal provided to Retailer/Merchant. If more than one terminal, please use electronic "Branch Out Form"*

Service	MID	TID	MDR	Terminal Model	Communications	Dial Prefix	Area Code
					<input type="checkbox"/> Dial-up <input type="checkbox"/> GPRS <input type="checkbox"/> LAN		

**Sales Personnel Declaration**

By signing below, I hereby certify that I have performed and conducted the necessary inquiries, investigations and conduct on-site reviews and audit of the Merchants' business premises and systems to ensure that the documents and information furnished by the Merchant are true, accurate and complete.

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approving Departments**

Risk & Compliance	Head of Operations	Operations	Technical	Finance
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>

## SCHEDULE 1

### GENERAL TERMS AND CONDITIONS

**1. DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in Appendix A of this Schedule 1.

**2. APPLICATION PROGRAMMING INTERFACE (“API”) INTEGRATION.** To provide the Services, COMPANY and APPLICANT concurrently acknowledge that the electronic systems of both parties may need to electronically integrate and interface, including sending, receiving, and/or transmitting information via the API of COMPANY (“COMPANY API”) and the API of APPLICANT (“APPLICANT API”). During the continuance of this Agreement and to the extent it is required for providing Services in accordance with this Agreement, each Party hereby grants to other Party a personal, limited, non-exclusive, non-transferable right and fully paid up license to install and use the API provided by each Party to the other Party. Each Party shall not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the API provided by the other Party. The API is provided by each Party on ‘as is’ basis. Except as expressly provided under this Agreement, no right, license or title is granted or shall be deemed to be granted by each Party to the other Party on the API, and all such rights and ownerships are reserved by the provider of the API. Upon termination of this Agreement, or upon any suspension of the Services, each Party shall stop using the API provided by the other Party. Each Party warrants and guarantees that the API provided to the other Party shall comply with all applicable laws and regulations, industry standards and practices and is operated with diligence and care. The API provided by each Party shall not contain any hidden content, malware, spyware, spamware, “Easter Eggs”, trojans, unauthorized key-locks or any other software virus, that is designed and intended to damage, disrupt, shut down, spy upon or otherwise materially and adversely affect the other Party’s computer systems, databases and underlying software, or otherwise harm or destroy any of other Party’s hardware, software, or other property or related information or data. Each Party shall be solely responsible for payment of relevant consideration and indemnifies the other Party against any claims, losses, and damages in connection with such third-party rights to the API provided or its use for the purposes of this Agreement.

**3. COMPANY OBLIGATIONS.** COMPANY shall be responsible for operating and maintaining the Services, and shall be entitled to determine any and all of the features, operations and processes for the Services. COMPANY shall be responsible for providing and implementing all security arrangements and features COMPANY deems necessary or appropriate for the secure operation of the Services.

### **4. EQUIPMENT PROVIDED BY THE COMPANY FOR THE SERVICES**

APPLICANT shall:

- (a) if an EDC terminal(s) is provided for use by the COMPANY for the Services, use and locate the EDC terminal(s) only at the APPLICANT’s site(s) approved by COMPANY. The APPLICANT must at all times know the location of the terminal(s). COMPANY may conduct spot checks to ensure this condition is adhered to. Any re-locations must be approved by COMPANY in writing.
- (b) if an EDC terminal(s) is provided, be liable for the full repair or replacement costs of a EDC terminal that is damaged, lost or misplaced whilst in the APPLICANT’s custody.
- (c) undertake and bear all installation fees for any telecommunication facilities and/or any other requirements for the participation in the Services, as well as any other operating charges. COMPANY and/or its affiliate accepts no responsibility whatsoever for any deficiency in the APPLICANT’s facilities.
- (d) take all necessary precautions to prevent and shall immediately notify COMPANY of any theft, loss, negligent damage, unauthorised use, abuse or misuse of any Equipment supplied to APPLICANT.
- (e) undertake that all Equipment supplied to APPLICANT, including but not

limited to the software, intellectual property and architecture pursuant to this Agreement shall at all times remain the property of COMPANY and/or its affiliate. APPLICANT hereby agrees and undertakes to surrender or procure the Equipment of the COMPANY and/or its affiliate upon demand or termination of this Agreement. Save for reasonable wear and tear, APPLICANT agrees and undertakes to bear the cost of repairs and replacement of terminal or spare parts arising from any theft, loss, negligent damage, unauthorised use, abuse or misuse of the aforesaid Equipment.

- (f) allow COMPANY and/or its affiliate or its representative to install, inspect, repair, service or remove the Equipment at any reasonable time. Upon completion of installation, repair, service or the removal of the Equipment, APPLICANT must acknowledge acceptance of the installation, repair or service in writing.
- (g) notify COMPANY and/or its affiliate or its representative of any Equipment failure within one (1) Business Day after becoming aware of the Equipment failure. COMPANY and/or its affiliate shall not be obligated for any loss or damage suffered by APPLICANT.
- (h) undertake that APPLICANT is under obligation and duty to prevent tampering of Equipment which includes but is not limited to illegal modifications or reverse engineering of the Equipment or to remove, conceal, or alter any markings attached to the Equipment which indicate the ownership of the Equipment. APPLICANT shall notify COMPANY and/or its affiliate immediately and be liable for any damage, loss, costs arising as a consequence of such actions.
- (i) only operate the Equipment in accordance with COMPANY’s and/or its affiliate’s or its representative’s direction and instruction as set out or established by COMPANY from time to time.
- (j) agree that COMPANY may at its sole and absolute discretion enter into an agreement or agreements with another party to share the use of this Equipment at any of the APPLICANT’s office and/or outlets and/or establishments by written notification from COMPANY and subject that all the related terms in this Agreement shall also apply.
- (k) agree that COMPANY reserves the right to pass through to APPLICANT the amount of any third party Pass-Through Fees. For purposes of this clause, “Pass Through Fees” shall mean those costs incurred by COMPANY in connection with third party products or services incidental to and necessary for COMPANY’s provision of the Services (including charges imposed by a third party based on APPLICANT’s action or inaction). For example, Pass-Through Fees may relate to telecommunication charges, service charges, postage, network pass-through fees, or other third-party fees.

APPLICANT shall not:

- (l) assign or sub-lease any Equipment or allow a third party to acquire rights in or over or use any of the Equipment without prior written consent from COMPANY and/or its affiliate. APPLICANT agrees that COMPANY and/or its affiliate shall impose an immediate penalty payable to COMPANY and/or its affiliate and immediately terminate this Agreement as the consequence of such actions.

**5. MARKETING.** APPLICANT and COMPANY will use commercially reasonable efforts to promote the Services through its usual and customary marketing methods and as otherwise may be agreed upon by the Parties.

**6. Taxes.** APPLICANT shall be solely responsible for all applicable value-added tax or any other tax similar in nature and other taxes associated with payments and/or commissions made to APPLICANT, including any taxes required to be withheld from cross-border proceeds and remitted to the applicable taxing authority by COMPANY or its third-party service providers or partners.

**7. TERM AND TERMINATION.** This Agreement will take effect on the last date on which the Agreement is executed (“Effective Date”) and will continue in force for a term of one (1) year after the Effective Date, and thereafter will continue for successive periods of one (1) year (“Term”) until terminated by either Party. Each Party may terminate this Agreement at any time without

assigning any reason or cause whatsoever by issuing to another Party thirty (30) days written notice of its intention to terminate. Notwithstanding the foregoing provisions, either Party may terminate this Agreement with immediate effect by notice in writing to the other upon the occurrence or threatened occurrence of any one or more of the following events: (a) if the other Party commits any material or continuing breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) if the other Party becomes insolvent, goes into receivership, administration or liquidation (other than on a bona fide restructuring on its business and the company resulting from such reorganization effectively agrees to be bound by and to assume all the obligations imposed on that other Party under this Agreement); (c) if a Force Majeure Event continues for more than two (months); or (d) if the other Party ceases to carry on business. The right to terminate this Agreement as outlined herein shall not prejudice any other right or remedy of either Party in respect of the breach concerned or any other breach.

**8. CONSEQUENCES OF TERMINATION.** Upon termination of this Agreement all rights and obligations of COMPANY and APPLICANT shall cease to have effect immediately, except that termination shall not affect: (a) the rights and obligations of the Parties accrued prior to or at the date of termination; and (b) the continued existence and validity of the rights and obligations of the Parties under those provisions of this Agreement which are expressed to survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement. On termination of this Agreement for any reason: (a) Parties will cease its business activities in connection with the Agreement (b) the Parties will discontinue all use of each other's Marks; (c) each Party will promptly return to the other Party (or destroy, if so instructed by the other Party) all materials, in whatever form, containing confidential information of the other Party; (d) each Party will promptly pay the other Party all amounts owing to the other Party under this Agreement within thirty (30) of the date of termination; (e) APPLICANT agrees that COMPANY may retain any money held by COMPANY pursuant to this Agreement to settle any money due to COMPANY under this Agreement and impose such applicable fees or charges for works performed which has not been previously charged; (f) APPLICANT shall immediately cease using and return to COMPANY and/or its affiliate any and all Equipment supplied to the APPLICANT by COMPANY and/or its affiliate, failing which penalties payable to COMPANY shall be imposed (without prejudice to COMPANY's right to claim loss or damages as a result of the APPLICANT's failure to cease using or returning the same); (g) COMPANY shall not be liable to APPLICANT by virtue of early termination of this Agreement including but not limited to any claim for loss of profits and/or revenue or prospective profits; (h) all provisions which are expressed to survive this Agreement shall remain in force and effect.

## **9. USE OF MARKS; LICENSES.**

**9.1 COMPANY's Marks.** During the Term, and subject to the terms and conditions of this Agreement, COMPANY hereby grants to APPLICANT a non-exclusive, royalty-free license to use the COMPANY's Marks for the sole purpose of promoting the Services. APPLICANT will use the COMPANY's Marks only in accordance with such usage and other guidelines as may be provided by COMPANY to APPLICANT from time to time. Title to and ownership of the COMPANY's Marks and all goodwill arising from any use hereunder will remain with COMPANY. All promotional materials and advertising hereunder using the COMPANY's Marks or related to COMPANY must be approved in writing in advance by COMPANY. Without the prior written consent of COMPANY, APPLICANT will make no other use of any COMPANY's Mark based upon the rights granted pursuant to this Agreement.

**9.2 APPLICANT's Marks.** During the Term, and subject to the terms and conditions of this Agreement, APPLICANT hereby grants to COMPANY a non-exclusive, royalty-free license to use APPLICANT's Marks for the sole purpose of promoting the Services. COMPANY will use APPLICANT's Marks only in accordance with such usage and other guidelines as may be provided by

APPLICANT to COMPANY from time to time. Title to and ownership of APPLICANT's Marks and all goodwill arising from any use hereunder will remain with APPLICANT. All promotional materials and advertising hereunder using APPLICANT's Marks or related to APPLICANT must be approved in writing in advance by APPLICANT. Material related to APPLICANT's Marks that is provided to COMPANY by APPLICANT for display on the COMPANY's website shall be deemed to be approved by APPLICANT in writing. Without the prior written consent of APPLICANT, COMPANY will make no other use of any APPLICANT's Marks based upon the rights granted pursuant to this Agreement.

**10. DATA PRIVACY.** Each agrees to use any procedures required by law including the Personal Data Protection Act 2010 in order to protect consumer privacy and consumer information, and shall use Personal Information only for the purpose of fulfilling its obligations under this Agreement and for any other purposes permitted by law. Each Party shall take all commercially reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and shall promptly notify the other Party any loss of, or any unauthorized disclosure of or access to, the Personal Information. For the avoidance of doubt, all rights, title and interest in respect of any Personal Information received from APPLICANT by COMPANY shall be transferred to and henceforth be owned by COMPANY. COMPANY shall be entitled to assume that APPLICANT has duly procured all necessary consents from APPLICANT's customers or otherwise the individual to whom the Personal Information belongs to, for the collection, use and transmission of such Personal Information by COMPANY for the purposes of including but not limited to strategic alliances, cross selling, marketing, and promotions by COMPANY, its affiliates, its agents and/or its related third parties. APPLICANT and its officers, employees, servants and/or agents shall at all times comply with the secrecy provision under Section 133 of the Financial Services Act 2013. "Personal Information" means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, collected by either Party during the operation, management or administration of the services provided by COMPANY.

**11. COMPLIANCE WITH LAWS.** APPLICANT shall comply with all applicable laws on anti-money laundering, counter-terrorism financing and sanctions (collectively "AML"). In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, COMPANY may impose reasonable limitations and control on APPLICANT and/or the APPLICANT's ability to utilize services provided by COMPANY. Such limitations may include but are not limited to rejecting payments, or suspending / restricting any services with respect to certain transactions, or restricting particular individuals from using the services provided by COMPANY. In order for COMPANY to satisfy its obligations and to comply with the relevant requirements under applicable laws, APPLICANT shall, upon reasonable request by COMPANY, share information (including transaction information) with COMPANY from time to time. APPLICANT authorizes COMPANY to present the relevant information to regulatory authorities and cooperative banks for examination and verification as necessary. COMPANY may, for the purpose of complying with relevant suspicious transactions reporting and tipping-off requirements under the applicable laws, report suspicious transactions to the relevant authorities.

**12. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents warrants and undertakes to the other Party the following: (a) it is duly established and existing under the laws of the jurisdiction in which it is incorporated and has the power and authority to own its assets and conduct the business which it conducts and which it proposes to conduct under this Agreement; (b) it has the power to enter into, exercise his rights, perform and comply with its obligations under this Agreement; (c) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of all necessary consents) have been taken, fulfilled and done in order to enable it to lawfully enter into and exercise its rights and perform and comply with

its obligations under this Agreement and that such obligations are legally binding and enforceable; (d) its entry into and exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate any restriction imposed by any applicable laws, rules or regulations in the territory or, as the case may be, bylaws; (e) the information set out in this Agreement was, as of the Effective Date, true, complete and accurate and not misleading in any way; and (f) nothing contained in this Agreement or in the performance of this Agreement will place the party in breach of any other contract or obligation with any third party or agency.

**13. DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY WAIVES AND DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, ANY SERVICES OR THE ACTIVITIES CONTEMPLATED HEREBY, INCLUDING THE AVAILABILITY, ACCESSIBILITY, TIMELINESS AND UNINTERRUPTED USE OF THE SERVICES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN OR PERFORMANCE UNDER THIS AGREEMENT.

**14. INDEMNIFICATION.** APPLICANT agrees to, at its sole cost and expense, indemnify, defend and hold harmless COMPANY and its affiliates, officers, directors, shareholders, agents and employees against any and all cost, claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind (collectively "Losses") in connection with: (a) any breach by APPLICANT of any provision contained herein; (b) any failure of APPLICANT to comply with all applicable laws in connection with the Services provided hereunder; (c) any violation or claimed violation of a third party's rights, including Intellectual Property Rights in connection with the Services; or (d) the negligent or intentionally wrongful acts or omissions of APPLICANT, its employees, agents, subcontractors or its other representatives. APPLICANT hereby agrees and undertakes to fully indemnify and keep COMPANY harmless from and against all actions, claims, proceedings, costs (including legal costs on an indemnity basis), losses, charges, expenses which COMPANY may suffer due to misconduct, dishonesty, fraud or negligence perpetrated by any third parties as a result of the negligence or wilful act or default of APPLICANT, its agents, employees or contractors.

**15. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL COMPANY AND ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER APPLICANT OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY'S CUMULATIVE LIABILITY, INCLUDING FOR CLAIMS, EXPENSES, DAMAGES OR INDEMNITY OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, SHALL NOT EXCEED THE TOTAL RETAILER'S VAS COMMISSION PAID OR PAYABLE BY COMPANY TO APPLICANT (FOR PREPAID VAS SERVICES) OR TOTAL MERCHANT DISCOUNT RATE PAID OR PAYABLE BY MERCHANT TO COMPANY (FOR PAYMENT PROCESSING SERVICES) IN THE SIX (6) COMPLETE CALENDAR MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM UPON WHICH LIABILITY IS BASED.

**16. GOVERNING LAW AND JURISDICTION.** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of Malaysia. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Malaysia, in connection with any action under this Agreement,

or otherwise arising under or by reason of this Agreement.

**17. RIGHT TO SET-OFF.** Without prejudice and in addition to any other right of set-off to which COMPANY is entitled to, COMPANY may at any time set-off any amounts owed by APPLICANT to COMPANY against any amounts which COMPANY owes to APPLICANT under this Agreement.

**18. GENERAL.** This Agreement is the entire agreement between the Parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the Parties regarding the subject matter of this Agreement. This Agreement may be modified only by in writing signed by both Parties. If any term of this Agreement is deemed unenforceable, the remaining terms will remain in full force and effect. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights, power or privilege hereunder. No Party shall assign, delegate or transfer, in whole or in part, any of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other Party which shall not be unreasonably withheld. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purpose. This Agreement may be executed in separate counterparts. Each counterpart will constitute an original and all the counterparts together will constitute one document.

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**APPENDIX A (DEFINITIONS)**

In this Schedule 1, unless otherwise defined, the following terms have the following meanings (for both the singular and plural):

**“APPLICANT”** means the entity applying to the COMPANY for the Services concerned. APPLICANT may be applying to be a Merchant (as in the case of Payment Processing Services, or a Retailer (as in the case of Prepaid VAS Services) or both.

**“Business Day”** means a day (excluding Saturdays, Sundays and public holidays) on which government departments and banks are open for business in Malaysia;

**“Equipment”** means all electronic equipment such as draft capture terminals and printers (EDC terminals and printers), cardholder identification devices (if any), software’s and other equipment supplied or approved by COMPANY for the purpose of processing and authorizing transactions;

**“Force Majeure Event”** means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of the affected Party other than due to its fault or negligence, which includes, without limitation to, acts of god, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier’s network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in customer’ systems, unexpectedly large increases in traffic volume as a direct result of any orders of a governmental authority, and governmental authority intervention that results in the seizure or confiscation of Party’s systems, in each case to the extent used in or necessary for the provision of the services and only to the extent such event(s) are beyond the control of the affected Party and only for as long as such event(s) persist.

**“Mark”** means any trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered).

**“Party”** means COMPANY or APPLICANT individually.

**“Parties”** means COMPANY and APPLICANT collectively.

**“Services”** means the Prepaid VAS Services and/or the Payment Processing Services as the case may be.

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## SCHEDULE 2

### ONEPAY PREPAID VAS SERVICES APPLICATION

#### SPECIFIC TERMS AND CONDITIONS

**1. DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in Appendix A of this Schedule 2.

**2. PREPAID VAS SERVICES.** COMPANY provides the service of accepting payment in advance for various types of products and services such as mobile prepaid reload, bill collection, IDD/STD call cards, ticketing, e-money top-ups and other forms of digital content ("**Prepaid VAS Services**"). COMPANY will enable Retailer to make advance payment for the VAS Products into the SPIN Pool for subsequent sale of such VAS Products to customers and Bill Payments by customers via the COMPANY VAS System under COMPANY's brand name or Retailer's brand name with the "Powered By MobilityOne" tagline on Retailer's Platform in consideration of the VAS Commission Fee.

#### **3. RETAILER OBLIGATIONS**

Retailer shall:

- (i) honour all VAS Sales Transactions authorized by COMPANY.
- (ii) display all of the promotional materials relating to the Products and/or Bill Payments provided and approved by the COMPANY, whether trademarks, logos, names, decals, banners, posters or any other materials, whether physical or electronic, in such a manner as COMPANY may require to inform the public that the sale of VAS Products and collection of Bill Payments via the COMPANY VAS System are available at the Retailer's Platform.
- (iii) handle and/or conduct first level support enquiries or complaints in respect of Products and Bill Payments on Retailer's Platform prior to escalating to COMPANY in accordance with Appendix B of this Schedule 2;
- (iv) pay to COMPANY all the applicable fees and charges set forth in Appendix C of this Schedule 2.
- (v) agree and acknowledge that upon reasonable written notice to Retailer, COMPANY shall have the right to temporarily interrupt the sale of VAS Products and collection of Bill Payments via the COMPANY VAS System for routine or emergency maintenance purposes whenever it is the commercially reasonable judgment of COMPANY that such action is desirable or necessary. If maintenance is non-scheduled, with respect to Services provided by COMPANY. COMPANY shall notify Retailer as far in advance as reasonably practicable under the circumstances that maintenance is required. Notwithstanding the foregoing, Retailer acknowledges and agrees that there may be some circumstances in which advance notice is not practicable, such as in the case of emergency or unanticipated failure. In such case, COMPANY shall be relieved of its obligations to provide Services only for the period of time that the relevant facilities or systems are so shut down and shall not be liable for any loss or damages that Retailer may suffer arising thereof.
- (vi) maintain the proofs/records for each VAS Sales Transaction to justify its authenticity within seven (7) years after the completion of the VAS Sales Transaction and COMPANY shall be entitled to review or otherwise access such proofs/records. Subject to any legal restrictions under applicable laws, Retailer will ensure that COMPANY, the relevant service providers of COMPANY and/or regulatory or governmental authorities having jurisdiction over COMPANY be provided with or granted access to, the relevant VAS Sales Transaction information, within five (5) Business Days upon COMPANY's request.

Retailer shall not:

- (vii) take any action against COMPANY or the Suppliers or Billers to interfere with their rights as mentioned in this Agreement.
- (viii) restrict customer in any way from using any COMPANY VAS System at any of the sales channel, including establishing or changing a minimum or maximum purchase amount for customer to make purchase of Products using COMPANY Payment System.
- (ix) charge any additional /ancillary service fees to any customer for using

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COMPANY VAS System to make purchase of VAS Product and Bill Payments.

#### **4. PREFUNDING, SETTLEMENT AND PAYOUTS**

##### **4.1 VAS SPIN Pool**

- (a) Retailer shall purchase Prepaid VAS Services from COMPANY, by paying a sum of money which represents payment in advance for any VAS Sales Transactions that Retailer performs. The account which holds Retailer's credit balance is known as a "SPIN Pool Account". The operation of purchasing the Prepaid VAS Services by paying money into the SPIN Pool Account is known as "SPIN Pool AddOn".
  - (a1) Where Retailer wishes to use financing services to purchase Prepaid VAS Services, Retailer will notify COMPANY by email at *bd@mobilityone.com.my* and COMPANY shall issue an invoice for the Prepaid VAS Services by e-mail upon the request by the Retailer. Any sums received by the COMPANY pursuant to financing obtained by the Retailer, for the purposes of purchasing Prepaid VAS Services will be applied in accordance with this Schedule 2.
  - (b) The minimum SPIN Pool AddOn amount shall be:
    - (i) RM500.00 for direct payment into COMPANY's nominated bank account;
    - (ii) RM800.00 for payment made using the registered credit card through the EDC terminal;
    - (iii) RM800.00 for payment made using the ATM card through the EDC terminal; and
    - (iv) RM500.00 for payment made through JomPay.
  - (c) COMPANY reserves the right to change the minimum SPIN Pool AddOn amounts and introduce/discontinue any SPIN Pool AddOn payment channels at any time, upon a fourteen (14) days written notice is given to Retailer.
  - (d) Retailer agrees that the total gross amount for any VAS Sales Transactions, inclusive of any tax that may be charged, shall be deducted from the Retailer's available balance in the Retailer's SPIN Pool Account by COMPANY when a VAS Sales Transactions is performed.
  - (e) Retailer shall be liable for any charges that may be imposed by COMPANY in processing the Retailer's SPIN Pool AddOn, including but not limited to, bank charges, credit and/or debit card charges, taxes and administration fees.
  - (f) Retailer agrees that COMPANY shall not accept any responsibility for non-updated SPIN Pool balances, in the event that Retailer does not notify COMPANY in writing of an SPIN Pool AddOn event or its details.

##### **4.2 VAS SPIN Pool Refund**

- (a) COMPANY shall refund the balance in the SPIN Pool Account within **three (3) Business Days** upon receiving a written request from Retailer to do so.
- (b) Refunds shall only be allowed for amounts of RM500.00 or more, except in the case of terminations by COMPANY.
- (c) Refunds shall be made through direct debit channel into the Retailer's nominated bank account.
- (d) COMPANY has the right to change any of the policies in this Clause, at any time and for any reason, provided COMPANY upon a fourteen (14) days written notice is given to Retailer.
- (e) Save and except for COMPANY's liability to repay the credit balance on the SPIN Pool Account back to Retailer in the manner aforesaid, COMPANY assumes no liability to Retailer for any losses and/or damage whether direct or indirect, however arising from the sale of VAS Products and collection of Bill Payments via the COMPANY VAS System.

**4.3. Settlement Report.** After 12.00PM (Malaysia time) of each Business Day, COMPANY will provide Retailer, in an electronic format (email or secured online logon), a settlement report containing the details of any and all VAS Sales Transactions, including the transaction amount, the date and time of the transaction, and the total amounts owed to Retailer in connection with such transactions of such preceding day(s) ("**Settlement Report**"). Such Settlement



Report shall be the definitive evidence of all VAS Sales Transaction with customers and shall form the final basis on which all VAS Commission hereunder are paid to Retailer by COMPANYY.

**4.4. Payouts by COMPANYY.** The payment of VAS Commission by COMPANYY to Retailer shall be in the form of a credit back into the Retailer's SPIN Pool only and in accordance with the payment terms set forth in Appendix C of this Schedule 2. Other payouts to Retailer shall be paid to the bank account and in the currency set forth in the Application Form, unless otherwise specifically agreed to by Company. Outgoing tele-graphic transfer service fees and remittance fee imposed by the remittance bank shall be paid for by COMPANYY. Any intermediate bank charges and recipient bank charges shall be borne by Retailer.

**5. NEW VAS PRODUCT AND BILL PAYMENTS.** When a new VAS Products and/or Bill Payments becomes available under the COMPANYY VAS System, COMPANYY will notify Retailer via email with applicable details, including the applicable VAS Commission and other commercial terms and the scheduled commencement date of such new VAS Products and/or Bill Payments. The new VAS Products and/or Bill Payments will be automatically enabled for use by Retailer's customers as of such commencement date, and Retailer will be required to honour all VAS Sales Transactions in accordance with the terms of this Agreement.

#### **6. REPRESENTATIONS AND WARRANTIES.**

**6.1. Retailer Warranties.** Retailer represents and warrants that the offering, promotion, sale and delivery of VAS Products and the Retailer's Marks (a) will not violate or infringe any Intellectual Property Rights of a third-party or the terms of this Agreement; and (b) will comply with all applicable laws and regulations, including without limitation any such laws and regulations restricting or prohibiting the sale of goods or services based on the age of the consumer or laws specifically addressing money laundering. Retailer further represents and warrants that: (a) all information supplied by Retailer in relation to this Agreement is true, complete and accurate in every respect; (b) in respect of each VAS Sales Transaction which is transmitted through the COMPANYY VAS System, Retailer shall be deemed to have represented and warranted to COMPANYY at the time of such transmission: (i) that all information and data transmitted to COMPANYY in respect of the VAS Sales Transaction is true, complete and accurate; and (ii) that the VAS Sales Transaction relates to the payment for Products or Bill Payments are neither illegal, invalid or unenforceable for any reason whatsoever in Malaysia and in the country where they are to be supplied or provided or incurred.

**6.2. COMPANYY Warranties.** COMPANYY represents and warrants that the offering and delivery of the COMPANYY VAS System and the COMPANYY's Marks (a) will not violate or infringe any Intellectual Property Rights of a third party, and (b) will comply with all applicable laws and regulations, including without limitation any such laws and regulations restricting or prohibiting the sale of goods or services based on the age of the consumer or laws specifically addressing money laundering.

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#### **APPENDIX A (DEFINITIONS)**

In this Schedule 2, unless otherwise defined, the following terms have the following meanings (for both the singular and plural):

**"Business Day"** means a day (excluding Saturdays, Sundays and public holidays) on which government departments and banks are open for business in Malaysia;

**"Bill"** means any bill issued by any of the Biller indicating the amount which is due and payable to the Biller by customer for the provision of goods and/or services.

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**"Biller"** means any entity which has authorized Company to collect payments on its behalf for its Bill;

**"Bill Payment"** means payment made by customer of any Bill at Retailer's Platform;

**"Company VAS System"** shall mean the Company Value-Added System comprising of software, hardware, agent-centric devices such as EDC terminals, ECR cash registers, PC Program, Web Portal, mobile phones, smartphone or tablet apps, or self-service devices such as kiosks or Internet portals and other infrastructure that enables the sale and distribution of VAS Products and collection of Bill Payments by Retailer.

**"Intellectual Property Rights"** means all patents, trademarks, trade names, service marks, brand names, corporate names, logos and designs, copyright, rights in databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, and domain names, in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

**"Mark"** means any trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered).

**"Retailer"** means any entity that signs up with COMPANYY for the sale of VAS Products and collection of Bill Payments via the COMPANYY VAS System.

**"Retailer's Platform"** means the physical outlet or virtual environment operated by Retailer for the purpose of the sale of VAS Products and collection of Bill Payments via the COMPANYY VAS System.

**"SPIN Pool"** means the Vostro account that Retailer prefund and maintain with COMPANYY, for the purpose of settling/offsetting VAS Products sold or Bill Payments collected by Retailer, and for paying out the Retailer's VAS Commission by COMPANYY.

**"Supplier"** means any entity which distributes its products or services through COMPANYY and authorizes it to sell or resell them through its various distribution or agent channels. Suppliers include telecommunication companies which offer mobile prepaid reloads, e-wallet operators which offer wallet top-ups, companies which offer tickets for transportation services and events, gaming, entertainment and other digital content providers.

**"VAS Commission"** means the commission paid by COMPANYY to Retailer at the rates set out in Appendix C of this Schedule 2 (subject to Company's absolute discretion review from time to time) for every successful VAS Sales Transactions.

**"VAS Products"** means the products and services of the Supplier made available by COMPANYY which may be varied from time to time. Such products and services include, but is not limited to, mobile prepaid reloads, IDD/STD talk time, Internet and hotspot recharge, ticketing, e-money/wallet top-up, bill payment services, etc.

**"VAS Sales Transaction"** means the electronic transaction that affects the sale of VAS Products to customer and/or collection of Bill Payments from customer through Company VAS System by Retailer.

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**APPENDIX B (TECHNICAL SUPPORT SERVICES)**
**Hours of support**

Requests for support may be sent by Retailer to COMPANY via telephone or email which shall be available 24 hours a day, 7 days a week.

**Response time for reported problems**

Upon COMPANY'S receipt from Retailer of the notification regarding the problem or error, COMPANY will use its best efforts to respond to the problem within the following response time:

- (a) 1-2 hours (during business hours) for issues that can be resolved by remote assistance.
- (b) within five (5) Business Days for issues related to EDC terminal replacement.

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**APPENDIX C (RETAILER COMMISSION STRUCTURE)**
**A. Setup cost**

Setup costs (one-time)		
Maintenance fee BOCA**	Monthly	Annual

**B. EDC terminal cost (only applicable to physical Retailer)**

EDC terminal	Installation fee	
	Monthly rental for each unit	
	Deposit* *To be refunded if returned in the same condition that Merchant received it. Otherwise, the deposit will be forfeited.	
	Penalty for loss or damaged of each EDC terminal	RM1500.00
	Paper Roll Cover Broken/ Damaged	RM50.00

**C. Payment Terms of VAS Commission**

Payment Terms	Description
Payment frequency	1 <sup>st</sup> , 8 <sup>th</sup> , 15 <sup>th</sup> , 22 <sup>nd</sup> of every month
Payment currency	MYR
Minimum Payout	RM100 (payout only if settlement due to Retailer is above this amount)

**D. VAS Product, Bill Payment and VAS Commission**

VAS Product	Description	VAS Commission
Mobile Top Up	Maxis Hotlink	
	Celcom Xpax	
	Celcom Internet	
	DiGi Prepaid	
	DiGi Internet	
	UMobile	
	TuneTalk	
	YES 4G Reload	
	YES 4G Data	

	Merchantrade	
	Altel Prepaid	
	XOX/OneXOX	
	ITalk	
	Unifi Mobile Prepaid	
	RedONE Prepaid	
Prepaid TV	Astro NJOI	
Game Pin	MyCard	
	Razer Gold	
	Steam Wallet	
	Garena Shell	
	PlayStation Network	
e-Wallet Pin	Touch 'n Go e-Wallet	
<b>Bill Payment</b>	<b>Description</b>	<b>VAS Commission</b>
Utility	Tenaga Nasional (TNB)	
	Unifi	
	Unifi Mobile Postpaid	
	Air Selangor	
	PAIP	
	SAMB	
	SATU	
	SADA	
	SAINS	
	PBAPP	
	AKSB	
	SAJ	
	LAP	
	SESB	
	Mobile postpaid	Celcom
RedOne		
UMobile		
Entertainment	ASTRO	
Service	Aspirasi	
	MDHS Tax Assessment	

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## SCHEDULE 3

### M1PAY PAYMENT PROCESSING SERVICES

#### APPLICATION

##### SPECIFIC TERMS AND CONDITIONS

**1. DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in **Appendix A** of this Schedule 3.

**2. PAYMENT PROCESSING SERVICES.** COMPANY is an authorized payment acquirer or processor for various payment methods. COMPANY will provide the following services via the COMPANY Payment System for Merchant:

- (a) processing of payments made by customers for any Payment Transaction on Merchant's Platform;
- (b) services relating to settlement with Merchant with respect to such Payment Transaction; and
- (c) other related and ongoing technical support services in connection with the above on a best efforts basis as set out in **Appendix B** of this Schedule 3.

(collectively "Payment Processing Services")

##### **3. MERCHANT OBLIGATIONS.**

Merchant shall:

- (a) pay to COMPANY the all the applicable fees and charges, and Merchant Discount Rate listed in **Appendix C** of this Schedule 3.
- (b) honor all Payment Transaction authorized by COMPANY.
- (c) agree that the Card Associations, PayNet, the Bank and the E-wallet Issuer may at any time, immediately and without advance notice, prohibit Merchant from using any of the Card Associations', PayNet's the Banks' and/or the E-wallet Issuers' Marks for any reason whatsoever.
- (d) agree that the Card Associations, PayNet, the Banks and the E-wallet Issuer shall be entitled to enforce any provision of the Standards and to prohibit Merchant from engaging in any conduct that the Card Associations, PayNet, the Banks and the E-wallet Issuers deem that the said conduct will damage or create a risk of damage to the Card Associations, PayNet, the Banks and the E-wallet Issuers including but not limited to any damage to its reputation, or conduct that could adversely affect the integrity of the Card Associations', PayNet's, the Banks' and the E-wallet Issuers' systems.
- (e) agree and acknowledge that COMPANY must not provide the Payment Processing Services with respect to any Payment Transaction which is prohibited by applicable laws or which will result in COMPANY being considered to have breached any applicable laws. Merchant will provide information about the Products requested by COMPANY from time to time. Merchant will not sell any Products to customer through COMPANY Payment System that contain articles prohibited or restricted from being sold to customer under the applicable laws, including the non-exhaustive list of Products listed in **Appendix D** of this Schedule 3 ("**List of Prohibited Products**"). Merchant will ensure that no Payment Transaction being submitted for COMPANY's processing involves or relates to any Prohibited Products ("**Prohibited Transaction**"). COMPANY will have the right to refuse to provide any Payment Processing Services with respect to any Prohibited Transaction, and Merchant will indemnify COMPANY for any damages, losses, and liabilities that COMPANY may suffer arising from or in connection with such Prohibited Transaction.
- (f) ensure that the Products sold to customer on Merchant's Platform will not infringe upon any third party's rights and interests, including without limitation, Intellectual Property Rights and proprietary rights.
- (g) display the Payment Methods in parity with all other forms of payment method accepted by Merchant on the Merchant Platform. Payment Methods shall be identified as prominently as other forms of payment method, and in accordance with the guidelines or instruction issued by COMPANY, such as through display next to cashier register, and similar

lists and methods used to select a payment type.

- (h) only use the Payment Processing Services for its own account, for its own business purpose and will not make use of the payment interface provided by COMPANY in connection with this Agreement for performing any commercial or non-commercial services for any other third parties, Merchant will use the Payment Processing Services only for the Products in connection with Merchant's principal business as notified by Merchant to COMPANY in accordance with this Agreement.
- (i) maintain the proofs/records for each Payment Transaction to justify its authenticity within seven (7) years after the completion of the Payment Transaction and COMPANY shall be entitled to review or otherwise access such proofs/records. Subject to any legal restrictions under applicable laws, Merchant will ensure that COMPANY, the relevant service providers of COMPANY and/or regulatory or governmental authorities having jurisdiction over COMPANY be provided with or granted access to, the relevant Payment Transaction information, within five (5) Business Days upon COMPANY's request.
- (j) be solely liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete Payment Transaction information and defects and poor quality of Products sold by the Merchant.
- (k) if COMPANY has enabled Merchant to process a Cashback through the EDC terminal(s) provided by COMPANY or commonly known as ("**MyDebit Cash Out**"), comply with all COMPANY's requirements and instructions from time to time relating to the processing of such Cashbacks, including that:
  - (i) a Cashback can only be processed when Merchant, the cardholder and the card are present and only as part of a Payment Transaction processed under the MyDebit Services.
  - (ii) the cardholder is informed by the Merchant about the total transaction amount in advance, and agrees to this.
  - (iii) the limits stipulated by COMPANY (minimum purchase amount and maximum Cashback amount) are adhered to.
  - (iv) the Payment Transaction and the Cashback are executed in the same currency.
  - (v) the Payment Transaction is executed online on an EDC terminal provided by COMPANY.
  - (vi) for every successful Cashback, Merchant shall be entitled to impose certain fee known as "MyDebit Cash Out Fee" on the customer as more particularly set out in Appendix C.

Unless otherwise stipulated, COMPANY will not charge Merchant any Merchant Discount Rate in respect of any Cashback processed through the EDC terminal provided by COMPANY. The Merchant acknowledges that failing to adhere to the above provisions can lead to immediate disablement of the Cashback function.

Merchant shall not:

- (o) take any action against COMPANY or the Card Associations, PayNet, the Bank and the E-money Issuer to interfere with their rights as mentioned in this Agreement.
- (p) restrict customer in any way from using any COMPANY Payment System at any of the sales channel, including establishing or changing a minimum or maximum purchase amount for customer to make purchase of Products using COMPANY Payment System.
- (q) charge any additional /ancillary service fees to any customer for using COMPANY Payment System to make purchase of Product.

##### **4. SETTLEMENT AND PAYOUTS.**

**4.1. Settlement Report.** After 12.00PM (Malaysia time) of each Business Day,

COMPANY will provide Merchant, in an electronic format (email or secured online logon), a settlement report containing the details of any and all Payment Transaction with Merchant, including the Payment Transaction amount, the date and time of the Payment Transaction, the Merchant Discount Rate, and the total amounts owed to Merchant in connection with such Payment Transaction of such preceding day(s) ("**Settlement Report**"). Such Settlement Report shall be the definitive evidence of all sales of Products made to customers and shall form the final basis on which all payments hereunder are made.

**4.2. Payouts by COMPANY.** COMPANY will remit to Merchant the Net Settlement Amount in accordance with the payment terms set forth in Appendix C of this Schedule 3. All payouts to Merchant shall be paid to the bank account and in the currency set forth in the application form, unless otherwise specifically agreed to by COMPANY. Outgoing tele-graphic transfer service fees and remittance fee imposed by the remittance bank shall be paid for by COMPANY. Any intermediate bank charges and recipient bank charges shall be borne by Merchant.

**4.3. Chargebacks.** Merchant agrees that if there is any Chargeback occurs, COMPANY will reverse the payment and debit Merchant's account balance that is maintained with COMPANY to pay for the Chargebacks. COMPANY shall not be liable to Merchant due to non-payment as caused by this Chargeback. If there are insufficient funds in the Merchant's account balance, Merchant agrees to reimburse COMPANY through other means within seven (7) days from the date of receipt of the notification in writing.

**4.4. Refunds.** If a Refund is required by the applicable laws, COMPANY will make such Refund to the customer. Merchant hereby agrees to reimburse COMPANY for each such Refund and for that purpose authorizes to deduct the amount of each Refund from the Merchant's account balance and return such Refund to the relevant customer. If there are insufficient funds in the Merchant's account balance, Merchant agrees to reimburse COMPANY through other means within seven (7) days from the date of receipt of the notification in writing. For the avoidance of doubt, COMPANY shall not be responsible for any claim or liability that the relevant customer may seek from the Merchant in the event of any delay in processing such Refund.

**4.5. Taxes.** Merchant shall be solely responsible for all applicable value-added tax or any other tax similar in nature and other taxes associated with payments to Merchant resulting from the remittance of Net Settlement Amount, including any taxes required to be withheld from cross-border proceeds and remitted to the applicable taxing authority by COMPANY or its third-party payment system provider.

**5. New Payment Methods.** When a new Payment Methods becomes available in the COMPANY Payment System, COMPANY will notify Merchant via email with applicable details, including the applicable Merchant Discount Rate and other business terms and the scheduled commencement date of such Payment Methods. The New Payment Methods will be automatically enabled for use by Merchant's customers as of such commencement date, and Merchant will be required to honor all Payment Transaction completed using such Payment Methods in accordance with the terms of this Agreement. Merchant may opt out of any new Payment Methods at any time and for any reason, by notifying COMPANY via email ("**Opt-Out Notice**"). COMPANY will disable that Payment Methods within five (5) Business Days upon receipt such Opt-Out Notice. Upon Merchant's discontinuation of any of the new Payment Methods(s), COMPANY will cease to process Payment Transaction related to that Payment Method(s). Termination of any of the new Payment Methods will not otherwise affect the Agreement with COMPANY, unless the Agreement is terminated concurrently pursuant to the terms of this Agreement.

## **6. REPRESENTATIONS AND WARRANTIES.**

**6.1. Merchant Warranties.** Merchant represents and warrants that the offering, promotion, sale and delivery of Merchant's Products and the Merchant Marks (a) will not violate or infringe any Intellectual Property Rights of a third-party or the terms of this Agreement; and (b) will comply with all applicable laws and regulations, including without limitation any such laws and regulations restricting or prohibiting the sale of goods or services based on the age of the consumer or laws specifically addressing money laundering. Merchant further represents and warrants that: (a) all information supplied by Merchant in relation to this Agreement is true, complete and accurate in every respect; (b) in respect of each Payment Transaction which is transmitted through the Payment Processing Services to COMPANY, Merchant shall be deemed to have represented and warranted to COMPANY at the time of such transmission: (i) that all information and data transmitted to COMPANY in respect of the Payment Transaction is true, complete and accurate; and (ii) that the Payment Transaction relates to the payment for Products supplied or provided by the Merchant or the charges of the Merchant and that neither the contract nor the performance of the contract relating to the supply or provision of those Products or under which those charges were incurred is or shall be illegal invalid or unenforceable for any reason whatsoever in Malaysia and in the country where they are to be supplied or provided or incurred.

**6.2. COMPANY Warranties.** COMPANY represents and warrants that the offering and delivery of the Payment Processing Services and the COMPANY's Marks (a) will not violate or infringe any Intellectual Property Rights of a third party, and (b) will comply with all applicable laws and regulations, including without limitation any such laws and regulations restricting or prohibiting the sale of goods or services based on the age of the consumer or laws specifically addressing money laundering.

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### **APPENDIX A (DEFINITIONS)**

In this Schedule 3, unless otherwise defined, the following terms have the following meanings (for both the singular and plural):

**"Bank"** means any participating financial institutions where COMPANY maintains its Payment Transaction processing via the Bank gateway.

**"Business Day"** means a day (excluding Saturdays, Sundays and public holidays) on which government departments and banks are open for business in Malaysia;

**"Card Associations"** means VISA, MasterCard and/or any other card associations that the Bank may subscribe with from time to time.

**"Cashback"** means cash given by Merchant to a cardholder, which Cashback is processed as part of a Payment Transaction under the MyDebit Services.

**"Chargeback"** means the return of funds to the customer, initiated by COMPANY under the instruction of the Customer due to errors, Fraud or any other reason which entitles the Customer's payment service provider to stop or reverse a payment or that obliges COMPANY to return funds.

**"Company Payment System"** shall mean the COMPANY Payment System comprises of software system enabling the acceptance of customer payment for Merchant's Products via multiple Payment Methods. Payment Methods in the COMPANY Payment System is set forth in Schedule 1.

**"E-wallet Issuer"** means any participating e-wallet institutions where COMPANY maintains its Payment Transaction processing via the E-wallet.

**"FPX"** means Financial Process Exchange. A common internet based online payment gateway system to facilitate payment for commercial trade transactions pursuant to the FPX Services offered by PayNet.

**“FPX Services”** means the online payment processing or online banking services offered by PayNet i.e. the centralized clearing and settlement for the Payment Transaction through FPX.

**“Fraud”** means unauthorized use of a card or unauthorized use of other Payment Method as alleged by the customer.

**“Intellectual Property Rights”** means all patents, trademarks, trade names, service marks, brand names, corporate names, logos and designs, copyright, rights in databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, and domain names, in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

**“Mark”** means any trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered).

**“MasterCard”** means MasterCard International Incorporated, a company organized under the State of Delaware having its office and principal place of business at 2000 Purchase Street, Purchase, NY10577-2509, United States of America of which the Bank is a member institution.

**“Merchant”** means any entity that signs up with COMPANY for the provision of Payment Processing Services.

**“Merchant Discount Rate (MDR)”** means the discount on sales of Products as settlement for that Payment Transaction, expressed as a fixed fee or percentage of the Payment Transaction Value.

**“Merchant’s Platform”** means the physical outlet or virtual environment operated by Merchant.

**“MyDebit”** means the national debit scheme to facilitate payment for commercial trade transactions pursuant to the MyDebit Services offered by PayNet.

**“MyDebit Services”** means the payment processing or banking services offered by PayNet i.e. the centralized clearing and settlement for the Payment Transaction through MyDebit.

**“Net Settlement Amount”** shall mean the difference between the Payment Transaction Value less the Merchant Discount Rate less any Chargebacks less any Refunds less any other associated costs payable by Merchant including the monthly rental of EDC terminal specified in Schedule 1.

**“Payment Method”** shall mean the payment options sourced and provided by COMPANY that COMPANY shall offer to customers enabling them to pay for the Products through the COMPANY Payment System, set forth in Schedule 1 of this Agreement and other Payment Method as notified by the COMPANY to Merchant from time to time.

**“Payment Transaction”** means the sale and purchase transaction of a Product by customer and the Cashback (if applicable) processed through COMPANY Payment System.

**“Payment Transaction Value”** shall mean, with respect to each Payment Transaction, the amount of the purchase price of the relevant Product and the amount of Cashback (if applicable).

**“PayNet”** means Payment Networks Malaysia Sdn. Bhd. a company incorporated in Malaysia with its principal office at Tower 2A, Avenue 5,

Bangsar South, 8 Jalan Kerinchi, 59200 Kuala Lumpur of which the Bank or the COMPANY is a member institution.

**“Product”** shall mean the goods and services made available by the Merchant for sale on Merchant’s Platform.

**“Refund”** shall mean return of previously collected funds to customer upon customer’s request due to issues relating to Merchant, including but not limited to, claims of unsatisfactory quality of Merchant’s Products; or because such Products were purchased, but returned; or because of Merchant’s failure to perform its obligations in connection with the provision of the Products.

**“Standards”** means any laws, bylaws, rules, policies and the operating regulations and the procedures of the Card Associations, PayNet, the Bank, the E-wallet Issuer, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

**“VISA”** means Visa International Service Association; a company incorporated under the State of Delaware with its principal office at 3125 Clearview Way, San Mateo, CA94402, United States of America of which the Bank is a member institution.

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**APPENDIX B (TECHNICAL SUPPORT SERVICES)**

**Hours of support**

Requests for support may be sent by Merchant to COMPANY via telephone or email which shall be available 24 hours a day, 7 days a week.

**Response time for reported problems**

Upon COMPANY’s receipt from Merchant of the notification regarding the problem or error, COMPANY will use its best efforts to respond to the problem within the following response time:

- (a) 1-2 hours (during business hours) for issues that can be resolved by remote assistance
- (b) within five (5) Business Days for issues related to EDC terminal replacement.

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**APPENDIX C (PAYMENT PROCESSING SERVICES MDR STRUCTURE)**

**A. Setup cost**

Setup costs (one-time)		
Maintenance fee	Monthly	Annual

**B. EDC terminal cost (only applicable to physical Merchant)**

EDC terminal	Installation fee	
	Monthly rental for each unit	
	Deposit* *To be refunded if returned in the same condition that Merchant received it. Otherwise, the deposit will be forfeited.	

	Penalty for loss or damaged of each EDC terminal	RM1500.00
	Paper Roll Cover Broken/ Damaged	RM50.00

**E. MYDEBIT CASH OUT FEE CHARGEABLE TO CUSTOMER**

RM 0.50 for every successful Cashback

Such fee, merchant will share RM0.20

**C. Payment terms of Net Settlement Amount**
**Credit card**

Payment Terms	Description
Payment frequency	T + 2 Business Days
Payment currency	MYR
Minimum Payout	

**MyDebit**

Payment Terms	Description
Payment frequency	T + 1 Business Day
Payment currency	MYR
Minimum Payout	-

**FPX**

Payment Terms	Description
Payment frequency	T + 1 Business Day
Payment currency	MYR
Minimum Payout	

**E-wallets**

Payment Terms	Description
Payment frequency	T + 2 Business Days
Payment currency	MYR
Minimum Payout	

**DuitNow QR**

Payment Terms	Description
Payment frequency	T + 1 Business Day
Payment currency	MYR
Minimum Payout	

**D. COMPANY Payment System and Merchant Discount Rate (MDR)**

Payment Method	Description	Merchant Discount Rate - POS (MDR)	Merchant Discount Rate – eCom (MDR)
Credit card*	Domestic Card	1.7%	1.8%
	Foreign Card	2.8%	2.8%
MyDebit	All Participating Banks	1%	NA
FPX	Online banking – B2C	NA	RM0.80/tran
	Online banking – B2B	NA	RM1.30/tran
E-wallets	MobilityOne eM-ONEi	1%	1%
	Boost	1%	1.2%
	Touch 'n Go eWallet	1%	1.2%
	Alipay (China)	1%	2%
	WeChat Pay (China)	1%	1.2%
	ShopeePay	1.2%	1.2%
DuitNow QR	Maybank QRPay	1%	1%
	DuitNow QR		

\*Subject to monthly Inactive Fee of RM8.00 if no Payment Transaction via Credit Card in a calendar month

**APPENDIX D (LIST OF PROHIBITED PRODUCTS)**

Illegal political audio-visual products and publications  
 Illegal reactionary cards and program channels  
 State secret documentations and information, etc.  
 Pornographic and vulgar audio-visual products/publications  
 Pornographic and vulgar erotic services  
 Pornographic and vulgar cards and program channels  
 Other pornographic and vulgar articles or services  
 Gambling tools  
 Private lottery  
 Gambling  
 Narcotics  
 Narcotic-taking tools  
 Weapons of all types, (including military weapons/firearms and accessories), simulation weapons, ammunitions and explosive  
 Controlled instruments (such as dagger) which would potentially be used as an assaulting weapon  
 Illegally obtained proceeds or properties as a result of crime  
 Poisonous articles and hazardous chemicals  
 Anesthetic and psychotropic medicine  
 Any service or device which provide fetal gender analysis  
 Adult drugs (aphrodisiac)  
 Credit card cashing service  
 Foreign-related matchmaking service  
 Hacking-related  
 Malware  
 Certificate issuing and stamp carving  
 Crowd funding websites  
 ID card information and other information which infringed others' privacy  
 Spying instruments  
 Other personal privacy-harming articles or services  
 Pyramid selling  
 Lottery ticket  
 Gold futures  
 Counterfeit currency  
 Sale of bank account or bank card in contravention with applicable laws  
 Stock  
 Fund  
 Periodical investment of gold  
 Single-purpose prepaid cards  
 Securities  
 Illegal fund-raising  
 Foreign exchange services  
 Virtual currency in foreign accounts  
 Receipts (invoices)  
 Bitcoin, Litecoin, YBcoin and other crypto currency transactions  
 Satellite antenna, etc.  
 Archaeological and cultural relics  
 Forged and fake food produce  
 Fireworks and firecrackers  
 Crude oil  
 Charity  
 Human organs  
 Surrogacy services

Examination services (i.e. defraud by assuming another identity to participate in academic examination)  
 National protected animals  
 National protected plants  
 Smuggled articles  
 Any goods which are not officially endorsed by the event organizer or infringes third party intellectual properties  
 Auction  
 Pawn  
 Video chatting services  
 Online cemetery and worshipping and other services  
 Lucky draw  
 Any animals, plants or products which contain dangerous germs, pests or any other living creature  
 Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals

- 3.7 To open Merchant account for the purpose of the transfer of funds to the Merchant.
  - 3.8 Merchants are prohibited from retaining any MyDebit cards belonging to cardholders.
  - 3.9 The Merchant shall not capture any of the MyDebit cards at their Terminals or kioks at any point in time. In the event that the MyDebit cards are captured due to technical reasons or any other reasons, the Merchants shall undertake to return the cards to their Acquirer for onward submission to the Issuer bank within 24 hours.
  - 3.10 The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and PIN Pads are utilized and have complied with the requirements set in the Operational Procedures for MyDebit.
  - 3.11 The Merchant shall comply with the MyDebit Brand Guidelines at all times.
  - 3.12 The Merchant shall prominently display MyDebit Logo and MyDebit service marks and to inform the public that MyDebit service is available at the Merchant's premises and/or on all documentation issued and/or used in connection with the provision of the services in order to identify and/or used in connection with the provision of the services in order to identify and promote MyDebit service.
  - 3.13 To assist the Issuer and/or Acquirer with any inquiry undertaken in respect of misuse of the MyDebit service.
  - 3.14 To accept and honour all MyDebit cards when presented to Cardholders at any Terminal displaying the logo and provide the goods and services on the same terms and conditions as those under which it supplies goods and services to persons purchasing goods and services by means other than by the MyDebit cards.
  - 3.15 To ensure the confidentiality and security of Personal Identification Number ("PIN") entered at the Terminal.
  - 3.16 To ensure that each sales and purchase transaction is confirmed by the Cardholder in a manner applicable to the Terminal.
  - 3.17 To operate the Terminal in accordance with the Acquirer's direction and/or instruction.
  - 3.18 Not to misuse or tamper with the Terminal in any way.
  - 3.19 To notify the Acquirer of the Terminal failure within two (2) Business Days after becoming aware of the failure of the Terminal.
  - 3.20 The Merchant must not make any warranties nor representations in respect of goods and services supplied which may bind the Acquirer, MyDebit Operator, Issuer or any other Participants in the MyDebit service.
  - 3.21 For the purpose of Clause 3.18, the Merchant will be liable for any claims, damages, and expenses arising out of or caused to arise from misuse or unauthorized usage of the MyDebit Brand. In the event of such breach of this Agreement shall be terminated accordingly. Upon termination, Clause 6.4 shall apply accordingly.
  - 3.22 The Merchant shall consent and allow the Acquirer to disclose its information to MyDebit Operator, as may be reasonably required for the purpose of and in connection with providing the MyDebit service.
  - 3.23 The Merchant shall ensure that their customers are aware that card payments can be made via MyDebit.
  - 3.24 Clause 3.20 herein shall survive termination of this Agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.
- 4. Obligations of Acquirer**
    - 4.1 The Acquirer shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
    - 4.2 Acquirer shall ensure that Merchants' business, activities, products and services do not contravene Malaysian laws.
    - 4.3 Acquirer shall ensure that Merchants comply with all applicable requirements stipulated in the Operational Procedures for MyDebit and the Agreement.

#### **APPENDIX E (SPECIFIC TERMS AND CONDITIONS FOR MYDEBIT ONLY)**

##### **Preamble**

(A) The Merchant hereby acknowledge and agree that by entering into a contract/commercial agreement with the Acquirer, the Merchant has undertaken the necessary risk assessment to mitigate any potential risks that may emerge in relation to the contract/commercial agreement entered into with the Acquirer.

##### **1. MyDebit Service**

- 1.1 The COMPANY is a Participant of the MyDebit service (hereinafter referred to as "Acquirer") and the Merchant is a registered Merchant under the MyDebit service.
- 1.2 In consideration of the fees paid to the Acquirer, the Acquirer agrees to facilitate the participation of the Merchant in the MyDebit service in accordance with this Agreement.
- 1.3 The Merchant hereby agrees to observe all the minimum requirements in this Agreement as specified by the MyDebit Operator including any future revisions which will be communicated by the Acquirer to the Merchant.

##### **2. Payment Type**

- 2.1 The Merchant shall support MyDebit transaction that enables cardholders to use their ATM cards to pay directly from their bank account via POS terminal and a dual-interface which supports both contact and contactless transactions.

##### **3. Obligations of Merchant**

- 3.1 The Merchant shall, at all times, comply with the Consumer Protection Act 1999, as the Merchant is prohibited to engage in misleading and deceptive conduct, false misrepresentation, and unfair claims in selling their products or services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 3.3 The Merchant is prohibited from re-selling or acquiring any other sub-Merchant(s) into the MyDebit service or act as merchant aggregators for other Merchant(s), without the prior written consent of the MyDebit Operator and Acquirer.
- 3.4 The Merchants are not allowed to set a purchase limit.
- 3.5 The Merchant shall ensure that it does not impose any surcharge on a transaction made using MyDebit.
- 3.6 Merchant shall execute the Merchant's 'Opt-out' from Lowest Cost Routing Declaration in **Appendix IV of the Operational Procedures for MyDebit** through the Acquirer by furnishing all necessary information completely and accurately.

- 4.4 Acquirer shall ensure that Merchants will take all reasonable actions necessary to ensure that all Terminals and PIN Pads operating at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and PIN Pads are utilized and complies with the requirements set in MyDebit Operational Procedures of the MyDebit Operator.
- 4.5 Acquirer shall provide the necessary training to Merchants on an on-going basis.
- 4.6 Acquirer shall transparently disclose to Merchants the interchange rates of the debit card schemes and the true effective cost of the two priority network routing choices (either MyDebit Priority Routing and AID Priority Routing) and accurately provide all information necessary for the Merchant to make an informed decision on network routing.
- 4.7 Acquirer shall execute the Merchant's 'Opt Out' from Lowest Cost Routing Declaration in **Appendix IV of the Operational Procedures for MyDebit** by furnishing all necessary information completely and accurately.
- 4.8 Acquirer shall lodge the completed Merchants' 'Opt-Out' from Lowest Cost Routing Declaration with MyDebit Operator at least seven (7) Business Days before the opt-out takes effect.
- 4.9 Acquirer shall route the Merchant's debit transactions to the network with the lowest interchange cost and MDR in the event a Merchant does not decide on the preferred debit network routing and obtains the appropriate consent from their Merchant to disclose the information provided by the Merchant in Appendix V and Appendix VI of Operational Procedures for MyDebit to MyDebit Operator.
- 4.10 Acquirers shall complete and submit the "Acquirers Fair Pricing Declaration" in **Appendix VI of Operational Procedures for MyDebit** on a quarterly basis, furnishing all necessary information completely and accurately. Acquirers shall submit the "Acquirers Fair Pricing Declaration" to PayNet by 15 January, 15 April, 15 July and 15 October of every year, attesting that fair prices have been quoted to Merchants in the preceding quarter.
- 4.11 If there will be disruptions due to scheduled maintenance, Acquirers shall provide seven (7) Business Days advanced notice to Merchants and MyDebit Operator, clearly specifying the duration and period of disruption. Acquirers shall be subsequently required to provide Merchants with sufficient targeted reminders closer to the scheduled maintenance to ensure all Merchants are aware of the disruption.
- 4.12 Acquirer shall inform Merchants when the system or equipment is not available for use or when there is a malfunction.
- 4.13 Acquirer shall ensure that their Merchants are paid in a timely manner in accordance to their agreement with the respective Merchants upon receiving the funds via the interbank settlement at MyDebit Operator.
- 4.14 The Acquirer shall take appropriate actions to ensure that Merchants do not impose any surcharge and/or minimum transaction amount for MyDebit Transactions. The Acquirer shall disclose to cardholders any exemption given by an operator of a payment card network or Acquirer to impose a surcharge or minimum transaction amount when using MyDebit. The Acquirer shall ensure Merchants provide sufficiently clear and explicit information at the points-of-sale on the available channels for cardholders to lodge complaints on surcharging and minimum transaction amount practices.
- (a) For the purpose of Clause 4.14, the Acquirer shall ensure that the Merchants who are exempted from the no surcharge or minimum transaction amount restriction to explicitly notify cardholders at the points-of-sale on;
- (i) their surcharge and/or minimum transaction amount practices; and
- (ii) the available for channel for the cardholder to lodge a complaint.
- (b) The Acquirer shall take immediate and appropriate actions on Merchants that do not disclose information under Clause 4.14(a) or provide inaccurate, false or misleading information; and
- (c) The Acquirer shall also address complaints received from cardholders in a timely manner, including by providing justifications to the cardholders on cases where exemptions are given to Merchants to impose a surcharge or set a minimum transaction amount.
- 5. Indemnity**
- 5.1 Subject to the Acquirer and Merchant's (hereinafter referred to as "party" or "party's") compliance with Clause 5.3, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur for which the other party may become liable as a result of:
- (a) Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
- (b) Any claim by a Cardholder, Acquirer, Issuer, MyDebit Operator or any other person for any breach by the Indemnifying Party of any application laws;
- (c) The failure of the Indemnifying Party to observe any of its obligations under this Agreement; or
- (d) Any use of the MyDebit Brand by the Indemnifying Party other than as permitted by the MyDebit Brand Guideline
- (e) Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 5.1(a) to (d).
- 5.2 Notwithstanding Clause 5.1 above, in the event the Acquirer becomes insolvent, the Merchant hereby agrees to indemnify the MyDebit Operator from all claims, losses, damages, penalties, suits, costs, and expenses (including reasonable legal fees) at all times. (Clause 5.2 is only applicable for MyDebit Operator's appointed Third Party Acquirer).
- 5.3 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 5.1 or 5.2, that party must:
- (a) Give notice of any such claim to the other party;
- (b) Consult with the other party in relation to any such claim;
- (c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 5.4 The Acquirer is not liable to the Merchant for any loss or damage suffered by the Merchant as result of the delay or disruption caused by any system failure beyond the Acquirer's reasonable control.
- 5.5 For the purpose of this Clause, loss or damage includes any consequential or economic loss or damage.
- 6. Suspension and Termination**
- Suspension
- 6.1 The Acquirer, as the case may be, reserves the right to suspend the participation of the Merchant in the MyDebit service by giving notice writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 6.1.1 The Acquirer has determined that the Merchant breached this Agreement, or any applicable rules, guidelines, regulations, circular or laws;
- 6.1.2 The Merchant fails to remedy the breach described in Clause 6.1.1 to the Acquirer's satisfaction;
- 6.1.3 The Acquirer have determined that the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the MyDebit service;
- 6.1.4 Court order affecting the legal status of the Merchant;



- 6.1.5 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
  - 6.1.6 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or
  - 6.1.7 The Merchant is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the MyDebit service;
  - 6.1.8 The Acquirer has received complaints from other Merchant(s), other Acquirer(s), Issuer or Cardholder that the Merchant is engaging in fraudulent activity in connection with the MyDebit service; or
  - 6.1.9 The Merchant has been suspended from the MyDebit service by other Acquirer(s) due to breach of provisions of this Agreement or the terms and conditions stipulated in the, or any applicable rules, guidelines, regulations, circular or law.
- 6.2 Upon suspension of the Merchant in the MyDebit service:
- 6.2.1 The services provided under MyDebit service will be suspended immediately;
  - 6.2.2 The Merchant will no longer be able to offer MyDebit service;
  - 6.2.3 The Merchant will stop accepting payments from Acquirer Bank(s) / MyDebit Operator (through DMS);
  - 6.2.4 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to MyDebit service;
  - 6.2.5 The Merchant must remove all MyDebit Brand from the Merchant's marketing collaterals, channels and websites; and
  - 6.2.6 The Merchant must take all reasonable steps to comply with any directions of the Acquirer to minimize the impact on Cardholder of the suspension.

**Termination**

- 6.3 The Acquirer, as the case may be, reserves the right to terminate the services provided under this Agreement or the MyDebit service under the following circumstances, which includes, but not limited to:
- 6.3.1 This Agreement between the Merchant and the Acquirer is terminated or expired;
  - 6.3.2 The Acquirer has determined that the Merchant has breached this Agreement, or the terms and conditions stipulated in the MyDebit Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;
  - 6.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of the Acquirer within a time period as specified in the notice of the default given by the Acquirer;
  - 6.3.4 The Acquirer has determined that the Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the MyDebit service;
  - 6.3.5 Court order affecting the legal status of the Merchant;
  - 6.3.6 An application is made to the court either voluntarily or involuntarily for an order that Merchant be wound up;
  - 6.3.7 The Merchant is deemed unable to pay its debt and should be wound up under the statutory laws; or
  - 6.3.8 The Acquirer's membership in the MyDebit service or RENTAS is terminated or suspended and the Merchant has not appointed a replacement Acquirer;
- 6.4 Upon termination of this Agreement, the Merchant must cease all promotional and advertising that is related or can be perceived to be related to the MyDebit service.

- 6.5 Termination of the Merchant in the MyDebit service shall not extinguish any outstanding right or liability arising under this Agreement or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as reflected in this Agreement.

**7. Advertisement and Use of Logo**

- 7.1 The MyDebit Operator owns all rights, titles and interest in the MyDebit Brand and the MyDebit Operator and/or the Acquirer may specify and may at any time amend the requirements relating to the use and/or display of the MyDebit Brand.
- 7.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the MyDebit Operator based on the MyDebit Brand Guidelines.
- 7.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with MyDebit Brand, as required or consented to by the MyDebit Operator and/or the Acquirer.
- 7.4 The Merchant shall only use the MyDebit Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payment requests through the MyDebit service.
- 7.5 The MyDebit Operator and/or the Acquirer have the right to direct the Merchant to make changes to their use of the MyDebit Brand to rectify any non-compliance or potential non-compliance.
- 7.6 The MyDebit Operator through the Acquirer, may at any time, in its absolute discretion, direct a Merchant to cease using the MyDebit Brand where such use is in breach of this Agreement or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as stipulated in this Agreement.
- 7.7 The Merchant must not use the MyDebit Brand in such a way to create an impression that the goods or services offered by the merchant are sponsored, produced, offered, or sold by the owner of the MyDebit Brand. The Merchant must not adopt "MyDebit" or any other "MyDebit Brand as part of the name of its business or apply it to any goods or services offered for sale.
- 7.8 The Merchant must immediately on becoming aware of any infringement or potential infringement of the MyDebit Brand, notify the Acquirer.

**8. Fees**

- 8.1 The Merchant shall pay the following fees:

No	Fee Type	Amount (RM)
1	Merchant Discount Rate / Fee	Per Appendix C

**9. Disclaimer**

- 9.1 My Debit Operator and Acquirer shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by the Acquirer in connection with the operations and services provided by the Acquirer in the MyDebit service. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Acquirer.

**10. Cardholder's Disputes / Claims**

- 10.1 If any dispute between the Cardholders and Merchants arises, the process used to resolve the disagreements among Cardholders and Merchants shall be based on the Debit Card policy document by Bank Negara Malaysia.
- 10.2 The Merchant shall furnish information and assist the Acquirer to facilitate investigations related to Cardholder's disputed transactions, fraudulent transactions and requests for refunds in accordance with the following process and timelines.

10.3 If a valid request to recover funds was received by the Merchant within sixty (60) days of the Cardholder's MyDebit payment, the Merchant shall address the Cardholder's disputes / claims to the Cardholder's satisfaction.

10.3.1 The Cardholder may submit requests for refund to the Merchant after MyDebit payment has been made, for the following reasons:

- a. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency;
- b. Cardholder's bank account was erroneously debited multiple times for a single purchase or charged with an incorrect amount by the Merchant.

10.3.2 Upon receiving request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.

10.4 The Merchant may provide concrete evidence to contest the claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in Clause 10.3.2 or the evidence does not conclusively\* refute the Cardholder's refund claim, the Merchant is required to refund the purchase proceeds to the Cardholder within three (3) Business Days.

\*Evidence furnished by a Merchant to refute a refund claim is deemed to be sufficient if both the Issuer Bank and the Acquirer is fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.

10.5 If the Merchant is not able to adequately refute a refund claim in accordance with Clause 10.4, the Acquirer shall have the right to debit any of the Merchant's account(s) maintained with the Acquirer for the recovery of the disputed sum, either entirely or partially.

#### 11. Dispute Resolution

11.1 If the Merchant is not able to adequately refute a refund claim in accordance with Clause 10.4, the Acquirer shall have the right to debit any of the Merchant's account(s) maintained with the Acquirer for the recovery of the disputed sum, either entirely or partially.

11.2 All decisions rendered by MyDebit Operator in response to complaints from the Merchant shall be binding on the Acquirer.

11.3 Referring allegations of non-compliance to MyDebit Operator does not preclude the right of the Merchant to take the dispute to the respective industry arbitration or mediation bodies.

#### 12. Confidentiality

12.1 The Merchant shall treat any information it receives or possess as a result of this Agreement, as confidential and will not use such information other than for the purposes which it was given.

12.2 The Merchant shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.

12.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the MyDebit service or this Agreement.

12.4 Clause 12 shall not apply to information which:

- a. Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- b. Is independently developed by a party without reference to or use of the other party's Confidential Information;
- c. Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall

give notification as soon as practical prior to such disclosure being made.

#### 13. Personal Data Protection

13.1 The Merchant consents to the provision and use of information supplied to the MyDebit Operator and/or Acquirer in connection with the MyDebit service. The Merchant further agrees to notify the MyDebit Operator and/or the Acquirer in writing of any update to any such information as soon as it is aware that information so supplied in connection with MyDebit service has become out-dated.

13.2 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Acquirer, Issuer and MyDebit Operator to breach any personal data protection laws.

#### 14. Force Majeure

14.1 The Acquirer shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Agreement for reasons which could not be reasonably or diligently controlled or prevented by the Acquirer, including but not limited to, strikes, acts of God, acts of nature, fire, flood, storm, riots, power shortages or power failures, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

#### 15. Fraud and Security

15.1 The Merchant shall also comply with all applicable Laws of Malaysia in relation to fraud.

15.2 In the interest of safeguarding the integrity of the MyDebit service, the Merchant shall grant MyDebit Operator and/or the Acquirer the absolute authority to direct Merchants to take any measure that MyDebit Operator and/or the Acquirer deemed as necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. The Merchants receiving such a directive shall promptly comply with the directive.

#### 16. Variation and Waiver

16.1 The Acquirer may change the terms of this Agreement at any time in writing and such change shall take effect from the date specified in the notice.

16.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

#### 17. Severability

17.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this Agreement shall be enforceable and valid in other jurisdictions.

#### 18. Definitions and Interpretation

18.1 Definitions of frequently used terms in this Agreement are as follows:

Term	Description
Cardholder	A person who holds MyDebit card issued by an Issuer that maintains the account (i.e. Savings / Current) that could be accessed by such card.
DMS	Direct Merchant Settlement is a system which facilitate settlement process directly to the Merchant.
Issuer	Financial Institution authorized by Bank Negara Malaysia to issue MyDebit cards.
Merchant	A person or business entity who has been authorized by an Acquirer to accept card payments via installed MyDebit Terminals for sale of goods and services.
MyDebit Brand	The brand, icon, logo and marks for MyDebit.

MyDebit Operator	The payment system operator for MyDebit service i.e. Payments Network Malaysia Sdn. Bhd.
MyDebit Services	A card payment scheme that allows MyDebit Cardholders to purchase goods / services and withdraw cash at participating Merchant's outlets by debiting directly from the Cardholders' nominated savings / current account.
Operational Procedures	The Operational Procedures for MyDebit which are prescribed and issued by MyDebit Operator and will include any variation, addition, amendment or modification made from time to time.
Participant	Participant as defined in the Participation Rules, acting as Issuer / Acquirer / Third Party Acquirer.
PIN Pad	An electronic device used in any physical card-based transaction to accept and encrypt Cardholders' personal identification number (PIN).

Terminal	An information processing device through which MyDebit transaction messages are initiated and transmitted to the Acquirer and through which reply messages are received and transactions are completed.
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