

## Merchant Services Terms and Conditions

These Merchant Services Terms and Conditions (“Terms and Conditions”) govern your participation in Hong Leong Bank Berhad (“the Bank”)’s Merchant Services for all your locations which have been approved by the Bank.

### 1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the meanings respectively ascribed to them below:-

This expression...	Means...
“Account”	The customer(s)’ account or accounts opened with the Bank upon the relevant terms and conditions prescribed by the Bank.
“Agreement”	The Merchant Services Agreement comprising the Application, the Letter of Offer and these Terms and Conditions.
“Application”	The completed Merchant Application Form that is submitted by the Merchant to the Bank, physically or electronically and in such form and manner as deemed acceptable by the Bank, to participate in the Bank’s Merchant Services.
“Authorised Floor Limit”	The maximum total value of the Card transactions for each of the Merchant’s premises, place of business, the Merchant’s website and any other outlets that the Merchant is authorised to transact with any one Cardholder on any one (1) day for purchase of goods and services and set out in the Letter of Offer and as may be revised by the Bank at any time and from time to time. The Authorised Floor limit shall be in Ringgit Malaysia.
“Authorisation Form”	Any instruction given by a Cardholder, whether contained in a form or an electronic order form or document supplied by the Merchant and/or Issuing Bank or otherwise, instructing and authorising the Merchant to charge to the Cardholder’s Card and the Card Account the amount of any payments due and payable to the Merchant for goods and/or services provided or to be provided by the Merchant to the Cardholder or at his request.
“Bank”	Hong Leong Bank Berhad (Company No. 97141-X), a licensed financial institution under the Financial Services Act 2013 duly incorporated in Malaysia and having a place of business at Menara Hong Leong, No. 6, Jalan Damansara, Bukit Damansara, 50490 Kuala Lumpur, Malaysia.
“Bills”	Bills, statements, invoices, notices or documents of like nature issued by the Merchant for sums due and payable by the Subscribers to the Merchant for services provided or to be provided by the Merchant (or such other party as the Merchant may nominate) to the Subscribers.
“BRAM”	The document containing the Business Risk Assessment and Mitigation compliance programme developed by MasterCard Worldwide details thereof available at <a href="http://mastercardonline.com">mastercardonline.com</a> .
“Business Day”	A day (other than a Saturday, Sunday and public holidays) on which the Bank is open for normal banking business in Kuala Lumpur.
“Calendar Day”	A day in the Gregorian calendar.
“Card”	Any validly issued and unexpired VISA credit, prepaid or debit card bearing the VISA logo and/or other relevant service marks licensed by VISA International or any validly issued and unexpired MasterCard credit, prepaid or debit card bearing the MasterCard logo and/or other relevant service marks licensed by MasterCard Worldwide issued by any bank, financial institution or corporation and where applicable, shall also be deemed to include the EMV Card and Contactless Card, the magnetic strip/EMV UPI card which is currently valid, bearing the symbols and marks together with such emblems, slogans, insignia and copyrights as UPI has adopted and shall include such other new credit, prepaid or debit card issued from time to time by any bank, financial institution or corporation (other than VISA International, MasterCard Worldwide and UPI), with the name and the Card Account number of the Cardholder imprinted or embossed on the Card, which Card pursuant to this Agreement may be used by the Cardholder to pay for purchases of and charges relating to the Merchant’s goods and/or services provided and/or rendered.
“Card Account”	The Card account stipulated by the Cardholder in the Authorisation Form to which all sums due and owing under the Mail Order/Telephone Order Transaction and/or Recurring Payment Transaction will be charged.

"Cardholder"	The person named on the Card and may include the Supplementary Cardholder to whom the Card is issued. All the terms and conditions applicable herein to the Cardholder shall apply mutatis mutandis (that is, with the necessary changes) to the Supplementary Cardholder and for such purpose the terms "Cardholder" and the "Card" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card" were substituted therefor.
"Cardholder's Certificate"	A digital certificate issued by the Certification Authority to the Cardholder for the purposes of authenticating the Cardholder and the Merchant in electronic commerce transactions.
"Card Transaction"	Any payment transaction effected or to be effected by any Cardholder with the Merchant, over the Merchant's website, by the use of the Card, which definition shall include a reference to any payment transaction effected by the Merchant requesting for payment by charging to the Cardholder's Card and the Card Account the payment to be made, as contemplated by the Payment Instructions.
"Card Transaction Date"	In relation to any Card Transaction means the date on which the Card Transaction is effected, or such other date as the Bank may in its discretion determine.
"Certification Authority"	The authority or entity authorised by the MasterCard Worldwide, Visa International or the Bank, as the case may be, to issue digital certificates.
"Collection Services"	The bills and other payments collection services provided by the Bank to the Merchant pursuant to the terms and conditions of the Letter of Offer and the Agreement hereto which are applicable to the Collection Services comprised therein whereby the Bank agrees to collect the payment sums pursuant to the Payment Instructions from the Subscribers through the various payment channels which may be made available by the Bank to the Subscribers from time to time.
"Contactless Card"	A Card incorporating the Contactless feature.
"Contactless feature"	A feature incorporated into the Card which allows a Cardholder to pay for goods and services by tapping on or waving the Contactless Card at a Contactless Terminal.
"Contactless Terminal"	A contactless reader or terminal designed to read and/or record the data of each Contactless Card transaction approved by the Bank for the purposes of these Terms and Conditions, which reader or terminal is the property of the Bank and of which the Bank may replace or request for its return from the Merchant as the Bank deems fit.
"Credit Slip"	A document to evidence a refund pursuant to a transaction in form and substance approved from time to time by the Bank for the purposes of these Terms and Conditions.
"Customer"	An individual customer of the Bank having the Account(s) with the Bank.
"CVV" and "CVV2"	Card Verification Value and Card Verification Value 2 respectively.
"CVC" and "CVC2"	Card Verification Code and Card Verification Code 2 respectively.
"Debit Card"	The Card which is currently valid, bearing the symbols and marks together with such other emblems, slogans, insignia and copyrights as the Bank, the Issuing Bank or other authorised authorities has respectively adopted and shall include such other Debit Card issued from time to time by the Bank, the Issuing Bank and other authorised authorities.
"Deposits"	The deposits payable by the Merchant to the Bank pursuant to these Terms and Conditions and more particularly set in the Letter of Offer and shall include any revised sum.
"Digital Certificate"	A digital certificate issued by the Certification Authority to the Cardholder for the purpose of authenticating the Cardholder and the Merchant in Electronic Commerce Transactions
"DSS"	Data Security Standards.
"EMV Card"	The Card with the MasterCard or Visa or UPI compliant chip embedded therein.
"E-Debit Transaction"	Transaction that requires the Cardholder to enter a PIN for the purposes of authenticating the Cardholder for purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered.
"Electronic Commerce Transactions"	Any and all purchases, sales and payments made through the Internet between the Cardholder, the Merchant and the Bank, as the case may be.
"Electronic Terminals"	Any and all electronic devices, POS Terminals, electronic draft capture system or any other terminals which are provided by the Bank or Supplier or the Merchant POS to facilitate the processing of the Card Transactions, E-Wallet Transactions and/or Electronic Commerce Transactions, as the case may be.

e-Money	Electronically stored monetary value which is issued by the e-Money Issuer to the E-Wallet Holder upon receipt of funds for the purpose of making payments to any person other than the e-Money Issuer.
e-Money Issuer	The person responsible for the payment obligation and assumes the liabilities for the e-Money issued.
E-Wallet Mobile Application	The software solution in an E-Wallet Holder's smartphone or electronic device containing the E-Wallet.
E-Wallet Transaction	Any payment transaction effected or to be effected by any E-Wallet Holder with the Merchant via an E-Wallet.
E-Wallet Transaction Invoice	An invoice containing all necessary information with regard to an E-Wallet Transaction in form and substance approved from time to time by the Bank in accordance with the Bank's requirements that is produced when the E-Wallet Holder uses the E-Wallet to make payment for goods and services.  The E-Wallet Transaction Invoice will be displayed and stored in the E-Wallet Holder's smartphone or other electronic device.
E-Wallet Transaction Management Application	The software solution provided by the Bank which is to be downloaded to the electronic device provided by the Bank to the Merchant or Electronic Terminals, as the case may be, for the purpose of receiving notifications and viewing transaction records in relation to E-Wallet Transactions, to which the intellectual property rights to the software and the architecture belongs to the Bank or such other person as may be specified by the Bank at all times.
"Fees"	The fees payable by the Merchant to the Bank more particularly set out in the Letter of Offer and shall include any revised fees.
"Internet"	A mode of communication via World Wide Web connection of computer networks used by the Cardholder to pay for purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered via internet for electronic commerce transactions.
"Internet Banking"	A mode of communication via World Wide Web connection of computer networks used by the Cardholder to pay for purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered via Internet for Electronic Commerce Transactions the service available to the Bank's customers' to pay electricity bills through the Bank's website by way of debiting their accounts with the Bank.
"Issuing Bank"	The Bank or any bank, financial institution, corporation, organisation or business entity authorised to issue the Card.
Letter of Offer	The Letter of Offer issued or to be issued by the Bank in respect of this Agreement which is duly accepted by the Merchant and includes any amendments and supplementary letter(s) of offer thereto, which letter(s) shall be an integral part of this Agreement.
"Mail Order and/or Telephone Order Transaction"	Transactions initiated by mail order communicated via electronic mail, facsimile or other electronic means or by telephone order and the payment is charged to the Cardholder's Card Account.
"MasterCard Worldwide"	MasterCard Worldwide, of 2000 Purchase Street, Purchase, NY 105772509, USA and includes its successors-in-title and assigns.
"Manual Imprinter"	A device used to imprint the embossed characters/details of the Card on the Sales Slip.
"Member Banks"	All banks and institutions which are authorised by American Express Limited, MasterCard International Incorporated, Visa International Service Association or any other approved bodies to issue the relevant Cards pursuant to the Visa Program, MasterCard Program, AMEX Program and/or any other programs made available by any approved bodies and acceptable to the Bank and includes their successors-in-title and permitted assigns.
"Merchant", "You" or "Your"	Any retailer or other person, firm or corporation, its employees, servants or agents which, pursuant to the Agreement, agrees to accept and/or cause its offices, outlets and locations approved by the Bank in Malaysia to accept the transactions contemplated under the Agreement and/or specifically set out in the Letter of Offer.
"Merchant Affiliate"	Any bank, financial institution, corporation, organisation or business entity authorised to acquire merchants.
"Merchant Certificate"	The certificate issued by the Certification Authority to the Merchant for the purposes of authenticating the Merchant in Electronic Commerce Transactions.
"Merchant Discount"	The amount chargeable by the Bank to the Merchant under Clause 7 herein at the rate in percentage of the value of the Card/E-Wallet Transaction amount as specified in the Letter of Offer and shall include any revised rate.

“Merchant Services”	The payment processing services offered by the Bank, which allows the Merchant to accept credit card, debit card, e-wallet and other payment methods via a POS terminal, online payment gateway, mobile application and others.
“Merchant’s website”	The website or the webpage set-up owned and maintained by the Merchant and its service providers, where applicable, on the Internet as set out in the Letter of Offer.
“Mobile Banking Services”	A service used by the Bank’s Customer through their mobile phone to pay for purchases of and/or charges/bills and/or other payments relating to the Merchant’s goods and/or services provided and/or rendered via the Bank’s Mobile Banking Services by way of debiting the Customer’s accounts with the Bank.
“MPOS”	Mobile Point of Sales Service which is a mobile device enabled to be used as a POS Terminal. MPOS includes the mobile payment application, payment processing services and hardware products and the application is only compatible with the smart Card reader models assigned by the Bank.
“PAN”	Primary Account Number and which information shall also include but not limited to Card Number and security information.
“Payment Instructions”	Any instruction (whether written, verbal or electronic) given by a Cardholder to the Merchant, authorising the Merchant to charge the Cardholder’s Card for a transaction.
“PCI-DSS”	Payment Card Industry Data Security Standard. PCI-DSS is a set of comprehensive documents containing the security requirements developed by MasterCard Worldwide and Visa International details which are available at <a href="http://mastercardonline.com">mastercardonline.com</a> .
“PIN”	The Cardholder’s personal identification number.
“PIN Pad”	A device used by the Cardholder to enter the PIN or other data as may be specified by the Bank pursuant to a Card and/or EMV Card transaction and/or E-Debit Transaction.
“POS Terminal”	Any and all Point-Of-Sales terminals, mechanical/electronic or any other device manually or electronically activated to read and/or record the data of each Card transaction approved by the Bank for the purposes of the Agreement which the Bank may replace or request for its return from the Merchant as the Bank may deem fit and where applicable, shall also be deemed to include the Contactless Terminal save where the contrary is expressly provided for. In the case of a Merchant who accepts Debit Card, the POS Terminal/MPOS will be equipped with a reader capable of reading Track 2 on the Debit Card.
“Privacy Policy”	The Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank’s website respectively or in such manner as the Bank deems appropriate from time to time.
“Prohibited Data”	Data that is not allowed to be stored by the Merchant and/or any of its associated service providers. This includes but is not limited to CVV2/CVC2, PAN, PIN and magnetic stripe data.
“QR Code”	A quick response code which is a barcode having black patterns arranged in a square box format in a white background, which can be used for the purpose specified in a particular software programme.
“Recurring Payment Transaction”	The periodic provision and/or of goods and/or services by the Merchant to the Cardholder where payment for the goods and services will be made to the Merchant from time to time pursuant to the Recurring Payment Authorisation.
“Retail Internet Banking”	A service used by the Bank’s Customer to pay for purchases of and/or charges/bills and/or other payments relating to the Merchant’s goods and/or services provided and/or rendered via the Bank’s website on the Internet by way of debiting their accounts with the Bank.
“Sales Slip”	The relevant payment slips, forms or papers supplied by the Bank to the Merchant or the records of the Electronic Commerce Transactions, mail orders, telephone orders, self-service terminal or kiosks or other forms of records of transactions charged to the Cards acceptable to the Bank which record, confirm and is evidence of purchases and/or services incurred by the Cardholders through the use of the Cards.
“Settlement Function”	The procedures required of and carried out by the Merchant via a POS Terminal/MPOS for purposes of transmitting data of Card/ E-Debit Transactions to the Bank or the Vendor as the case may be to enable the Bank to make settlement to the Merchant.
“Split Sale”	A transaction where in an attempt to avoid authorisation, the Merchant splits a single day’s transaction into two or more Sales Drafts bearing the same date or different dates, each of which is below the Authorised Floor Limit but when added together exceeds the Authorised Floor Limit.

“Subscribers”	The persons who are subscribers of the services or products offered by the Merchant and who maintains any accounts with the Bank or the Member Bank, as the case may be, and who will be making bill and/or other payments to the Merchant through the Bank’s Retail Internet Banking and/or Mobile Banking and/or the Member Banks from time to time and the term “Subscriber” may mean any one of the Subscribers as the context requires.
“Tencent”	Tencent Holdings Limited, a company incorporated in the Cayman Islands with limited liability, with headquarters located at Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen, 518057 and website address at <a href="http://www.tencent.com">www.tencent.com</a> , and includes its successors-in-title and assigns. The company provides Internet value added services ranging from communication, information, entertainment, financial services and others, through its Internet platforms including QQ (QQ Instant Messenger), Weixin/WeChat, QQ.com, QQ Games, Qzone, and Tenpay.
“Tenpay”	Tenpay Payment Technology Co. Ltd, a payment platform launched by Tencent, provides cross-border online and offline payment services to global e-commerce users, including online and offline Weixin payment, with headquarters located at Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen, 518057 and website address at <a href="http://www.tenpay.com">www.tenpay.com</a> , and includes its successors-in-title and assigns. The company also provides airlines, logistics, insurance, games, B2C business and other industries with professional and secure online payment solutions.
“Terminal Receipt”	A document to evidence a Card or a Debit Card/E-Debit/E-Wallet transaction produced by a POS Terminal/MPOS in form and substance approved from time to time by the Bank for the purposes of the Agreement.
“UPI”	Union Pay International Co. Ltd a company incorporated under the laws of People’s Republic of China and having its place of business at Floor 2-7, No 6, DongFang, Pudong, Shanghai, 200120 China.
“Vendor”	A licensed and/or appointed merchant acquiring institution authorised by the Bank to appoint and/or acquire merchants and who may supply the POS Terminal/MPOS for the use of the merchant for accepting the Card.
“Visa International”	Visa International Inc., P.O.Box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-title and assigns;
“WeChat” or “Weixin”	The cross-platform communication tool developed by Tencent that supports real-time communication services for either single or multi-person participation, such as sending voice messages, video clips, pictures, texts, or other instant messages.
“WeChat Pay” or “Weixin Payment Service”	The third-party payment system and funds transferring services provided by Tenpay via Weixin, including online and offline Weixin payment

- 1.2. In these conditions the singular shall include the plural and the masculine shall include the feminine or neuter gender and vice versa.
- 1.3. Subject to the necessary changes the contents of the Agreement shall apply to the Merchant supplied with a Manual Imprinter and/or the Merchant supplied with a POS Terminal/MPOS and in so far as certain provisions apply exclusively to the use of the POS Terminal/MPOS they shall not apply to the use of the Manual Imprinter and vice versa.
- 1.4. Subject to the necessary changes the contents of the Agreement shall apply to Mail Order Transaction, Recurring Payment Transactions, Card and/or Debit Card/E-Debit/E-Wallet Transactions and in so far as certain provisions herein apply exclusively to Card transactions, they shall not apply to Debit Card/E-Debit/E-Wallet Transactions and Recurring Payment Transactions. Similarly, in so far as certain provisions herein apply exclusively to Debit Card/E-Debit/E-Wallet Transactions, they shall not apply to Card transactions and Recurring Payment Transactions and if certain provisions herein apply exclusively to Recurring Payment Transactions, they shall not apply to the acceptance of Card and Debit Card/E-Debit/E-Wallet Transactions. Furthermore, in so far as certain provisions herein apply exclusively to EMV Card transactions, they shall not apply to Recurring Payment Transactions, Debit Card/E-Debit/E-Wallet Transactions and other Card transactions. Similarly, in so far as certain provisions herein apply exclusively to Contactless Card transactions, they shall not apply to EMV Card transactions, Recurring Payment Transactions, Debit Card/E-Debit/E-Wallet transactions and other Card transactions.
- 1.5. The Agreements shall apply to Merchant participation in the Card services for all offices, outlets and locations of the Merchant named herein and such other offices, outlets and locations as may be agreed between the Bank and the Merchant from time to time.
- 1.6. The Merchant agrees to provide the Bank with a list containing the names and addresses of all their locations and to give the Bank regular updates of such list.
- 1.7. The headings to the clauses of the Terms and Conditions are for reference only and shall not affect the interpretation and/or enforcement of the provisions of the Agreement.
- 1.8. The Letter of Offer, these Terms and Conditions, the Application Form and any letters issued by the Bank from time to time shall form and be construed as part of the Agreement. If there is any conflict or inconsistency between the terms of the Letter of Offer and these Terms and Conditions, the Letter of Offer will prevail to the extent of such conflict or inconsistency unless stated otherwise.

## 2. ACCEPTANCE OF CARDS/E-WALLET BY MERCHANT

- 2.1. Subject to the Agreement and provided that the Card/E-Wallet is not declared invalid by the Bank or is deemed invalid pursuant to the Agreement, the Merchant shall accept all Cards/E-Wallet presented to it for purchases of goods and/or services under such business or at

such premise(s) or outlet(s) of the Merchant as specified in the Letter of Offer or at such other outlet(s) or location(s) of the Merchant as shall have been agreed between the Bank and the Merchant in writing from time to time. The Merchant hereby agrees and undertakes that it shall honour without discrimination Cards/E-Wallet when properly presented to it and in the case of Electronic Commerce Transactions when properly authenticated as a means of payment from Cardholders and shall maintain a policy that shall not discriminate a Cardholder seeking to make purchases of goods and/or services at the Merchant's premises or from the Merchant through the use of the Card/E-Wallet.

- 2.2. Goods and/or services purchased by Cardholders shall be charged for by the Merchant at a price not greater than the price at which the Merchant offers to supply similar goods and/or services to other customers. All Card/E-Wallet transactions and Sales Slips shall be drawn in Ringgit Malaysia only.
- 2.3. In addition and without derogating from Clauses 2.1 and 2.2, the Merchant shall not:-
- (a) allow the Cardholder to transact for any cash payment, cash disbursement or cash refund under any circumstances resulting from the use of the Card/E-Wallet;
  - (b) receive any payment from a Cardholder with respect to charges for goods and/or services included in a Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice;
  - (c) in case of a Card/E-Wallet Transaction, request for payment or any advance or additional payment either in cash or by cheque;
  - (d) require a minimum transaction amount below which the Merchant shall refuse to accept a valid Card/E-Wallet;
  - (e) collect separately from the Cardholder any tax required to be collected and the Merchant shall include such value in the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice;
  - (f) under any circumstances, levy a surcharge on the Cardholder to pay any part of the Merchant Discount (as defined in Clause 1.1) by any increase in the display or listed price of the provisions of goods and/or services. Upon receipt of evidence, the Bank shall have full recourse to recover the surcharge amount from the Merchant through any means the Bank shall deem fit;
  - (g) accept Card/E-Wallet from Cardholder for any payment of debt whatsoever incurred from a loan raised by the Cardholder except |
    - (i) where such debt has been incurred by the Cardholder pursuant to an underlying trade transaction connected with the Merchant's business; or
    - (ii) where a cheque issued by the Cardholder pursuant to an underlying trade transaction connected with the Merchant's business has been dishonoured;
  - (h) allow any transaction if the Cardholder fails to present the Card/E-Wallet to the Merchant;
  - (i) accept the Card/E-Wallet as payment for purchases of goods and/or services which are not sold or provided by the Merchant and submit the Sales Slip to the Bank for payment;
  - (j) in the case of acceptance of Debit Card/E-Debit and where applicable, EMV Card, allow any transaction that does not require a PIN;
  - (k) sell, purchase, provide or exchange Card account number information in the form of imprinted Sales Slip, carbon-copies of imprinted Sales Slip, copy or reproduce in any way the Cardholder's Certificate obtained by reason of Card/E-Wallet Transactions to any third party; and
  - (l) accept Card at POS Terminals that dispense scrip.
- 2.4. Where the Merchant receives Card/E-Wallet acceptance relating to a Card/E-Wallet Transaction which the Merchant believes or suspects may relate to a Card/E-Wallet which is stolen or otherwise belonging to a person other than the person purporting to be the Cardholder or E-Wallet Holder as the case may be, or where the circumstances surrounding the Card/E-Wallet Transaction are in any way suspicious or irregular, the Merchant shall, without at any time informing the Cardholder/E-Wallet Holder or purported Cardholder/purported E-Wallet Holder or arousing his suspicions,
- (i) not process the Card/E-Wallet Transaction,
  - (ii) immediately inform the Bank by telephone at the telephone number(s) notified to the Merchant by the Bank for such purpose, and
  - (iii) comply with the instructions given to it by the Bank.
- 2.5. Nothing in this Clause 2 shall be taken to imply that the Merchant is authorised by the Bank to breach the peace of or injure any person or property, or make any defamatory statement or act illegally or unlawfully in any way, and the Bank shall not be liable for such deed, act or conduct on the part of the Merchant. The Merchant shall indemnify the Bank against any liabilities, claims, proceedings, expenses or losses in respect of any damage to any real or personal property or injuries to any persons caused by the Merchant and/or its servants and/or its agents in the course of carrying out its obligations herein.
- 2.6. Should the Merchant be unable to determine the validity of a Card presented to it, the Merchant shall forthwith request from the Bank for such verification of the validity of the Card and obtain from the Bank by telephone or through other alternative means acceptable to the Bank from the source or sources nominated by the Bank to handle such verification. If the Bank or the source or sources nominated by the Bank to handle such verification cannot be reached, the Merchant shall attempt to retain the custody of such Card by reasonable and peaceful means and the provisions in Clause 2.5 in relation to the Merchant's obligation when carrying out such obligations shall apply. Unless it is with the positive verification of the Bank, such a Card shall not be honoured by the Merchant. Where such a Card has been verified by the Bank to be valid, the Merchant shall record on the Sales Slip/Terminal Receipt the Bank's authorisation code and such other particulars as are deemed relevant by the Bank to evidence such authorisation.
- 2.7. Should any of the following apply, the Card shall be deemed invalid and the Merchant shall refuse acceptance of it:-
- (a) The date of the proposed transaction is after the expiry date embossed on the Card or encoded in Track 2.
  - (b) The validity date, if any, embossed on the Card is post-dated.
  - (c) The Card has been declared by the Bank or its agent as lost or stolen.
  - (d) The Card does not carry the signature of the Cardholder (if applicable).
  - (e) Any particular or information (if any) relating to the Cardholder has been omitted from the Card.
  - (f) The Bank or its agent has declared the Card invalid on account of any reason whatsoever.
  - (g) The Card has been altered, defaced, re-printed or re-embossed on the face of it in any manner.
  - (h) There are other irregularities on the face of the Card.
  - (i) The Card is stolen or forged.
  - (j) The features of the Card do not contain particulars or comply with security features which may be introduced or implemented by the Bank, the Issuing Bank, MasterCard Worldwide, or Visa International from time to time and without limiting the generality of the foregoing, in the case of a Card, the first four (4) digits denoting the account number embossed on the face of the Card are not identical to the pre-printed four (4) digits appearing immediately above the aforesaid four (4) digits embossed on the Card.
  - (k) Where the Card has a signature, the signature does not resemble the signature signed on the Sales Slip/Terminal Receipt or identification is uncertain or the Merchant believes to be a discrepancy in the signature.

- (l) Where the Card has a photograph of the Cardholder, the person presenting the Card does not appear to be the same person as shown on the Card.
- (m) Where the verification or identity of the person presenting the Card is required, the identification document could not be produced or verified.
- (n) Where the Card number appearing on the Manual Imprinter or POS Terminal/MPOS does not match the number on the Card.
- (o) Any other reason that would lead the Merchant to reasonably enquire on the validity of the intended transaction.
- (p) Where an instrument or device embossed or printed or otherwise bearing the MasterCard Worldwide, or VISA International or other relevant authorities' marks is not authorised or is being altered or re-fabricated although validly used.

## 2.8. ACCEPTANCE OF CARD/E-WALLET BY MERCHANT VIA INTERNET

### 2.8.1. MERCHANT'S SYSTEM

- (a) The parties acknowledge that the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system, software and all costs thereof, and any other matters related thereto, shall be borne by the Merchant and are the Merchant's sole responsibility.
- (b) Notwithstanding Clause 2.8.1 (a), the Merchant and its agents shall at all times keep all systems and media containing any information or data (whether physical or electronic) relating to Cardholders/E-Wallet Holders, their Card Accounts/E-Wallets and transactions in a secure manner in no less than the standards prescribed by PCI-DSS, such as without limitation encrypting transmission of Cardholders' data and sensitive information across public network, to prevent access by or disclosure to any one other than the authorised personnel of the Merchant or the Bank. The Merchant will use reasonable precautions, including but not limited to, physical security, software security, network security, secure coding practices, employee screening, training, supervision and appropriate agreements within the Merchant's employees and agents, to:
  - (i) prevent anyone other than the Bank, the Bank's authorised employees or the Merchant's authorised employees from gaining access to the E-Payment Transaction Management Applications, E-Payment Transaction Invoices and generally, information regarding the E-Wallets and E-Wallet Holders;
  - (ii) ensure only dedicated employees of the Merchant are allowed to perform system administration isolation functions such as the creation of user Ids and performing corrections to transactions;
  - (iii) protect appropriate E-Wallet and/or E-Wallet Holder's information from loss, corruption or unauthorised alteration; and
  - (iv) abide by the Confidentiality obligations under Clause 22 of this Agreement,
- (c) However, in the event that any of the aforesaid information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered or otherwise compromised, the Merchant shall report and give written notice of such loss, damage, theft, tampering or compromise to the Bank immediately upon the Merchant having notice thereof.
- (d) Notwithstanding Clause 2.8.1 (a), if the Merchant upgrades or changes the version or type of its software and/or hardware or any other part of its system relating to Card/E-Wallet Transactions, the Merchant is to inform the Bank of such changes prior to its implementation and conduct testing with the Bank's system as soon as possible. The Bank shall not be liable for any loss or damage suffered by any party or for any incompatibility between the Merchant's system and the Bank's system due to such changes made by the Merchant.
- (e) The Merchant shall accept full responsibility, and the Bank shall not be liable in any way, for any claims, liabilities, fees, fines, penalties, expenses, costs, losses or damages of whatever nature brought against, suffered or incurred by or caused to the Bank or any party whatsoever due to or arising out of or in connection with the Agreement or any breach or compromise of the security or integrity (including but not limited to any breach or compromise of the standards prescribed by PCI-DSS and BRAM), or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or the Merchant's system or due to any error, negligence or fraud relating to a Card/E-Wallet Transaction by the Merchant and/or the Merchant's agents, servants, employees or contractors.
- (f) Notwithstanding Clause 2.8.1 (a), the Bank and its agents shall be entitled to enter any of the Merchant's premises with or without any prior written notice to the Merchant to inspect and have full access to the Merchant's software, hardware and/or any other part of its system with a view to ascertaining whether the setting-up, operation, maintenance, security and integrity thereof or any other matter related thereto is in compliance with the standards prescribed by the PCI-DSS and BRAM and/or may adversely affect the Bank's interests or rights under the Agreement.

### 2.8.2. MERCHANT'S DIGITAL CERTIFICATE

- (a) Where the Bank has in its discretion issued the Merchant with a Digital Certificate, this Clause 2.8.2 shall apply. The Bank reserves the right to levy a fee payable at such times as the Bank in its absolute discretion determines for the Merchant's use of the Digital Certificate.
- (b) The Merchant shall be responsible for ensuring that:-
  - (i) all material representations made by the Merchant to the Bank or the Certification Authority for purposes of obtaining the Digital Certificate shall be true, accurate and complete; and
  - (ii) the Bank and the Certification Authority are immediately notified of any change in the information previously provided for the purpose of obtaining the Digital Certificate or for listing in the Digital Certificate and that such information is updated forthwith.
- (c) The Bank shall be entitled to invalidate the Digital Certificate at any time without prior notice or liability to the Merchant.

### 2.8.3. WEBSITE REQUIREMENTS

- (a) The Merchant shall ensure that the Bank is promptly informed of any security breach, suspected fraudulent Card/E-Wallet account numbers or any suspicious activities that may be connected with attempts to commit a security breach or to use fraudulent Card/E-Wallet account numbers in the Merchant's security system or at the Merchant's website.
- (b) All representations contained in the Merchant's website as well as the web pages therein, or any advertisement or printed matter relating to the products or services offered therein are in compliance with the standards set out in BRAM and shall be deemed to have been made by the Merchant and the Merchant represents to and warrants and covenants with the Bank that the products and services offered by the Merchant and contained in the Merchant's website as well as the web pages therein are not illegal, do not damage MasterCard Worldwide's Visa International's, Tencent and/or Tenpay's brand and do not contravene any regulatory and statutory prohibition or restriction (including but not limited to such prohibition against gaming, sale of pirated products and pornography) and all laws, rules and regulations which govern such products and services or regulate and/or restrict how such products and services are to be marketed and sold by the Merchant have been complied with. The Bank shall not in any way be liable for any claim whatsoever arising therefrom including but not limited to such penalty imposed by MasterCard Worldwide and/or Visa International (which is currently at United States Dollars Five Hundred Thousand (USD500,000.00)), Tencent and/or Tenpay on the Bank for a breach by the Merchant of the representations, warranties and covenants contained herein. The Merchant shall be liable to repay the Bank for such fines and penalty imposed on the Bank by MasterCard Worldwide, Visa International, Tencent and/or Tenpay and shall indemnify and keep the Bank fully indemnified against all losses, costs and expenses incurred by the Bank as a result of the Merchant's breach of the representations, warranties and covenants contained herein.
- (c) Neither party may use or display the other's logo or trade name in any manner whatsoever without the other party's prior written approval and the Merchant shall not use or display the logo or trade name of MasterCard Worldwide, Visa International, Tencent, Tenpay and WeChat Pay without the prior written approval of the Bank and any approval, if given, may be subject to terms and conditions governing the use or display of the logo or trade name.

### 3. CARD TRANSACTIONS

3.1. The provisions in this Clause 3 shall be applicable in the case of transactions carried out through the use of Cards to the exclusion of EMV Cards which shall be governed by Clause 4.2 and Contactless Card which shall be governed by Clause 4.3:-

- (a) The authorisation code released by the Bank to the Merchant shall constitute final and conclusive evidence as authority for the Merchant to complete the relevant transaction and shall be final and binding on the Merchant whether such record is maintained by the Bank, MasterCard Worldwide or Visa International.
- (b) In circumstances where the Merchant believes or knows or shall be deemed to have known or has reasons to suspect or as soon as the Merchant becomes aware that:-
  - (i) the Card presented may be forged or stolen; and/or
  - (ii) there are unusual circumstances relating to the transactions including but not limited to transactions which are irregular, fraudulent or which are not authorised by the Cardholder

the Merchant shall on each occasion PRIOR to the completion of the transaction request and obtain from the Bank by telephone or through other alternate means the Bank's specific authorisation. The Merchant without so obtaining the Bank's specific authorisation shall not under any circumstances present such Sales Slip/Terminal Receipt to the Bank for payment or execute the Settlement Function to effect payment from the Bank to the Merchant. The Merchant nonetheless shall at all times remain liable to reimburse the Bank in full should the Bank inadvertently or on account of any other reason make payment or authorised payment for such transactions which are carried out or effected by the Merchant's staff or employee whether within or outside the course of their employment.

- (c) Authorised Floor Limit
  - (i) Where the Merchant has been provided with an Electronic Terminal, the Authorised Floor Limit shall be effectively zero (0) in the absence of any specific written authorisation from the Bank. In the event of equipment/line failure, the Merchant shall on each occasion request and obtain from the Bank by telephone the Bank's specific authorisation and/or written authorisation.
  - (ii) Where the Merchant has not been provided with an Electronic Terminal, the Authorised Floor Limit shall be that determined by the Bank at its absolute discretion and notified in writing to the Merchant at any time and from time to time.
  - (iii) In the event a Cardholder seeks to make a Card Transaction exceeding the Authorised Floor Limit, the Merchant shall seek authorisation/approval from the Bank and shall write type or print legibly the authorisation/approval code/number evidencing any authorisation so obtained on the Sales Slip before the completion of such transaction.
  - (iv) The Bank shall inform the Merchant of any revised limit or limits and such revised limit or limits shall take effect from the date stated in the notice and if no date is stipulated, on the date of the notice itself. The amount to be charged by any Cardholder shall not exceed the Authorised Floor Limit and in this connection, no Split Sale shall be allowed.

#### Using POS Terminal/MPOS

3.2. On each occasion a Terminal Receipt is drawn up to evidence a transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale:-

- (a) verify the validity of the Card;
- (b) have the Card details (including but not limited to the Card account number of the Cardholder, the Cardholder's name and the expiry date of the Card) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) imprinted on the Terminal Receipt by means of the POS Terminal/MPOS and have it completed to show the authorisation code and such other particulars as are deemed relevant by the Bank to evidence such authorisation, the date of the transaction, details and prices (including applicable taxes) of the goods and/or services and other details as may be specified by the Bank from time to time and ensure that the Card details match the particulars embossed on the Card; and
- (c) before a copy of the completed Terminal Receipt is handed over to the Cardholder, the Merchant shall obtain the signature of the Cardholder on the Terminal Receipt and the Merchant shall verify/compare to ascertain that such signature shall be identical to that



appearing on the Card. If such verification is uncertain, or in the event the signature differs, or in the event the Merchant believes there to be discrepancy in the signature, the Merchant shall contact the Bank for instructions.

### **Using Manual Imprinter**

- 3.3. On each occasion a Sales Slip is drawn up to evidence a transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale:-
- (a) telephone the Bank and furnish the following information and such other information as may be required by the Bank from time to time, to obtain the approval and authorisation from the Bank:-
    - (i) name and merchant account number (ID) of the Merchant;
    - (ii) name of the Merchant's staff making the telephone call;
    - (iii) Card account number of the Cardholder and security code and expiry date of the Card;
    - (iv) the name of the Issuing Bank;
    - (v) the transaction amount (including applicable taxes); and
    - (vi) details of the goods and/or services being purchased;

and

  - (b) upon the approval and authorisation from the Bank, the Merchant shall imprint on the Sales Slip using the Manual Imprinter with the following details:-
    - (i) the imprint of the embossed date/legends on the Card which include but not limited to the Card account number, the name of the Cardholder and the validity/expiry date of the Card;
    - (ii) the date of the transaction;
    - (iii) description (with sufficient detail to identify the transaction) and prices (including applicable taxes) of the goods and/or services;
    - (iv) the authorisation/approval code; and
    - (v) the Merchant's name and account number (ID), company number and address or place of business.

For the purpose of clarification, the Manual Imprinter may only be used by the Merchant in the event the POS Terminal/MPOS malfunctions rendering the Merchant being unable to obtain authorisation/approval using the POS Terminal.

- 3.4. The Merchant shall use the Sales Slip/Terminal Receipt to evidence sales against Cards and shall also complete such other documents in accordance with all statutory requirements, if any. It shall be the obligation of the Merchant PRIOR to the completion of the transaction to ensure that on each Sales Slip/Terminal Receipt the signature affixed thereon shall be similar to that shown on the Card. Should the signature on the Card differ from the signature on the Sales Slip/Terminal Receipt the Bank shall refuse to make payment to the Merchant for the amount shown on the Sales Slip/Terminal Receipt and the Merchant agrees with the Bank that the decision of the Bank shall be accepted by the Merchant as final and conclusive against the Merchant. Notwithstanding that the Bank may have effected payment to the Merchant in respect of the sales via the Settlement Function or have inadvertently or on account of any other reason authorised payment to the Merchant in respect of any Sales Slip/Terminal Receipt which contains a discrepancy in the signature of the Cardholder, the Bank shall have the absolute right to a restitution of such payment by way of a set-off or cash restitution from the Merchant as the Bank may deem fit.
- 3.5. The purchase of goods and/or services by the Cardholder on any one occasion from the Merchant regardless of their aggregate values shall constitute a single transaction. The Merchant shall not be permitted to regularise a single transaction with any Cardholder by means of employing two or more Sales Slips/Terminal Receipts to evidence a single transaction. A single transaction may only be split and recorded in two or more Sales Slips/Terminal Receipts when the goods and/or services are to be delivered or performed at a later date and one Sales Slip/Terminal Receipt is completed to evidence the payment of a deposit and the second Sales Slip/Terminal Receipt is completed to evidence the obligation of the Cardholder to pay for the balance.
- 3.6. In a case where a single transaction may be split, the Merchant shall PRIOR to the completion of the transaction request and obtain from the Bank by telephone or through other alternative means acceptable to the Bank, the Bank's specific authorisation from the source or sources nominated by the Bank to approve such authorisation and shall record on the Sales Slip/Terminal Receipt the authorisation code, the date of the transaction, details and prices of the goods and/or services as well as the words "deposit" or "balance" as appropriate.
- 3.7. The Sales Slip/Terminal Receipt containing the description "balance" shall not be presented to the Bank for payment until the goods have been delivered or the services performed.

### **Using Electronic Commerce Services via Internet**

- 3.8. The Merchant hereby agrees and undertakes that it shall honour without discrimination, as a means of payment for Electronic Commerce Transaction, Cards properly authenticated.
- 3.9. The Merchant shall observe all reasonable security measures in accordance with standard industry practice whether or not prescribed by the Bank (which includes but not limited to such security measures prescribed by Visa International and MasterCard Worldwide) in respect of the acceptance of any Card for payment of any Card Transaction. The Merchant shall use its best endeavours to ensure validity of the Card Transactions. In addition, the Merchant undertakes not to effect any payment transaction requesting for payment in connection with any Card Transaction which is a Mail Order Transaction.
- 3.10. The Merchant shall seek authorisation from the Bank for each and every Card Transaction and shall only complete a transaction after the Merchant has received the approval from the Bank.
- 3.11. The Merchant shall comply with all instructions whatsoever given to the Merchant by the Bank in response to a request by the Merchant for payment in connection with any Card Transaction carried out pursuant to the Payment Instructions.
- 3.12. All Card Transactions shall be in Ringgit Malaysia (RM) unless the Merchant requests in writing that the Bank accepts Card Transactions in some other currency and the Bank at its sole discretion so approves such request in writing and any approval, if given, may be on such terms and conditions to be determined by the Bank.

## **Using Retail Internet Banking**

3.13. The Merchant agrees that they have an obligation with the Bank as follows: -

- (a) that it shall provide, prior to or immediately upon commencement of the Agreement and from time to time as requested by the Bank, such information as may be required by the Bank to enable the Bank to provide the Collection Services to the Merchant;
- (b) that it shall update the Subscribers' accounts with the Merchant upon receipt of the Bill payment file from the Bank and shall thereafter issue acknowledgement of receipt to the Subscribers and/or reflect the payment sum in the subsequent Bill issued to or in the accounts of the Subscribers, as the case may be. For the avoidance of doubt, the parties acknowledge that the Bank is not obliged in any manner whatsoever to provide updates to the Subscribers on the status of the Subscribers' accounts with the Merchant notwithstanding that the payments are made through the Bank;
- (c) to observe the guidelines and procedures set by the Bank for the Collection Services including any amendments or variations to the same made and notified to the Merchant from time to time and that the guidelines and procedures and any amendments or variations to the same shall be deemed incorporated into the Agreement;
- (d) to keep proper accounts and records relating to the payment sums received from and any reverse transaction with the Bank and shall retain such documents, receipts and records for at least eighteen (18) months from the date of the transactions;
- (e) to use its best endeavour to promote the Services of the Bank to the Subscribers and render its cooperation to the Bank and the Subscribers in connection with the use of the Services from the Bank;
- (f) unless provided by written law for the time being in force, the Merchant shall not impose on the Subscribers any surcharge, commission or charges or any additional terms or conditions for payments made through the Bank; and
- (g) that the Merchant shall not sell, trade, exchange or disclose directly or indirectly any information relating to the accounts or the Subscribers to any third party unless authorised or required by law or any court order or governmental or authority having jurisdiction over the Merchant.

3.14. The Bank will provide the Collection Services to the Merchant for the collection of periodic payments of bills and/or other payments of the Subscribers and other charges levied by the Merchant on the Subscribers unless agreed to otherwise in writing by the Bank.

3.15. Upon receipt of the payment instructions, the Bank shall process the Payment Instructions and thereafter remit the collected sums to the designated account submitted in the Application Form at the times and in the manner set out in - Letter of Offer. The Bank shall not be obliged to inform the Merchant of any rejected Payment Instructions.

3.16. If the Merchant disputes any of the details in the report(s) provided by the Bank or any one of them, the Merchant shall within one (1) week from the date of receipt of the report(s) inform the Bank in writing of the discrepancies in the report(s). If the Bank discovers any discrepancies in the report(s), the Bank shall inform the Merchant of the same and thereafter, the Bank may make such adjustments in the payments to be made to the Merchant or to the details in the report(s), as the case may be.

3.17. In the case of overpayments, the Bank shall be entitled with prior written notice to the Merchant, to deduct such amounts from the subsequent payment payable to the Merchant and/or deduct such amounts from the designated bank account and/or other accounts as the Bank deems fit.

## **4. DEBIT CARD/E-DEBIT, EMV CARD AND CONTACTLESS CARD TRANSACTIONS**

### **Debit Card/E-Debit Transactions**

4.1. The provisions in this Clause 4.1 shall be applicable in the case of transactions carried out through the use of Debit Cards/E-Debit:-

- (a) On each occasion a Terminal Receipt is drawn up to evidence a transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale:-
  - (i) verify the validity of the Debit Card;
  - (ii) have the Debit Card details (including but not limited to the Cardholder's name ) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) printed on the Terminal Receipt by means of the Terminal and have it completed to show the authorisation code and such other particulars as are deemed relevant by the Bank to evidence such authorisation, date of the transaction, details and prices of the merchandise and/or services (including applicable taxes) and other details which may be specified by the Bank from time to time and ensure that the Debit Card details match the particulars embossed on the Debit Card; and
  - (iii) before a copy of the completed Terminal Receipt is handed over to the Cardholder, the Merchant shall obtain the signature of the Cardholder on the Terminal Receipt and the Merchant shall verify/compare to ascertain that such signature shall be identical to that appearing on the Debit Card.
- (b) The Merchant shall ensure that the PIN Pad is handed to the Cardholder to enable the Cardholder to key the PIN and instructions to effect the Debit Card/E-Debit transaction.
- (c) The Merchant shall ensure that the Cardholder is given the privacy and security when entering the PIN before performing any transaction. Any multiple transactions occurring without re-entry of PIN for each transaction is prohibited.

### **EMV Card Transactions**

4.2. The provisions in this Clause 4.2 shall be applicable in the case of transactions carried out through the use of the EMV Card:-

- (a) On each occasion an EMV Card is presented to the Merchant for transaction, the Merchant shall verify the validity of the EMV Card from the data stored in the compliant chip and process transactions by utilising the POS Terminal/MPOS where an authorisation code will be granted or declined electronically. If the Merchant is unable to determine the validity of the EMV Card from the compliant chip for any reason after several attempts, as the POS Terminal/MPOS indicated, the Merchant shall then verify the validity of the EMV Card from the data stored in the magnetic strip embedded in the EMV Card.

- (b) Where the EMV Card has been verified as valid, the Merchant shall forthwith complete the transaction as the Terminal indicates:-
  - (i) As prompted by the Terminal, when a pin based EMV Card is being utilised, the Merchant shall ensure that the Cardholder enters his/her PIN via the PIN Pad to authorise the completion of the charges and shall ensure that the Cardholder's PIN is not compromised at all times.
  - (ii) As prompted by the Terminal, when a signature based EMV Card is being utilised, the Merchant shall obtain the signature of the Cardholder in the appropriate place on the Terminal Receipt and shall always compare to ascertain that such signature shall be identical to that appearing on the Cardholder's EMV Card. If such identification is uncertain, or in the event the signature differs, or in the event the Merchant believes there to be discrepancy in the signature, the Merchant shall contact the Bank for instructions.
- (c) The Bank reserves all its rights under the Agreement against the Merchant in respect of any breach of this Clause 4.2 which results in EMV Card counterfeit and/or fraud.

#### **Contactless Card Transactions**

- 4.3. The provisions in this Clause 4.3 shall be applicable in the case of transactions carried out through the use of the Contactless Card:-
- (a) The Merchant shall ensure that a Contactless Terminal is made available to the Cardholder to enable the Cardholder to tap or wave the Contactless Card at the Contactless Terminal to effect the Card transaction.
  - (b) On each occasion a Terminal Receipt is drawn up to evidence a Contactless Card transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale have the Contactless Card details (including but not limited to the Cardholder's name and the expiry date of the Contactless Card) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) imprinted on the Terminal Receipt by means of the POS Terminal/MPOS and have it completed to show the authorisation code and such other particulars as are deemed relevant by the Bank to evidence such authorisation, the date of the transaction, details and prices of the goods and/or services (including applicable taxes) and other details as may be specified by the Bank from time to time and ensure that the Contactless Card details match the particulars embossed on the Contactless Card. The completed Terminal Receipt requires no signature of the Cardholder and the „Customer's Copy' of the Terminal Receipt is to be handed over to the Cardholder.
  - (c) The purchase of goods and/or services by the Cardholder on any one occasion from the Merchant shall constitute a single transaction and the Merchant shall not accept a Contactless Card to effect payment for purchase of goods and/or services exceeding a sum to be specified by the Bank from time to time in a single transaction ("Contactless Limit"). The Merchant shall not permit the Cardholder to regularise a single transaction exceeding the Contactless Limit by means of employing two or more Terminal Receipts to evidence a single transaction.
  - (d) The Merchant shall not accept a Contactless Card for payment of any purchase of goods and/or services exceeding the Contactless Limit.

#### **5. E-WALLET TRANSACTIONS**

- 5.1. The provisions in this Clause 5 shall be applicable in the case of transactions carried out through the use of the E-Wallet:
- a) When the E-Wallet Holder uses the E-Wallet to pay for goods and/or services, the Merchant will take all necessary transaction payment steps that comply with the instructions and provisions provided by the Bank to the Merchant from time to time, in particular:
    - (i) The Merchant shall ensure that the Merchant's QR Code is prominently displayed as a static QR Code or generated dynamically through the POS Terminal/MPOS and the E-Wallet Holder is able to scan the QR Code successfully, before concluding the E-Wallet Transaction;
    - (ii) All E-Wallet Transactions must be performed through a static QR Code/POS Terminal/MPOS;
    - (iii) Upon a successful E-Wallet Transaction, an E-Wallet Transaction Invoice will be generated and the Merchant shall verify the validity of the E-Wallet Transaction Invoice in the E-Wallet Holder's E-Wallet Mobile Application by matching the E-Wallet Transaction Invoice details with the E-Wallet Transaction details that are stored in the E-Wallet Transaction Management Application, before concluding the transaction for the Merchant's goods and/or services.
  - b) Details on an E-Wallet transaction Invoice must include the following:
    - a. Merchant's name
    - b. Merchants' trade name
    - c. Payment amount and the conversion rate
    - d. Payment date and time.
    - e. Transaction reference number
  - c) The Merchant must immediately contact the Bank and take necessary steps as directed by the Bank before the end of the sales transaction with the E-Wallet Holder when there are signs of an unauthorised transaction, or the Merchant has suspicions about the identity of the person present and intending to use the E-Wallet.
  - d) The Merchant shall not allow the E-Wallet Holder to split any payment for goods/services into multiple E-Wallet Transactions, even where the E-Wallet Holder maintains more than one (1) E-Wallet.
  - e) The Merchant shall regularly inspect the static QR Code to ensure that it has not been tampered with and/or modified in any manner without the prior written approval of the Bank.

- f) The Merchant must immediately contact the Bank and take necessary steps as directed by the Bank before the end of the sales transaction with the E-Wallet Holder when there are signs of an unauthorised transaction, the Merchant has suspicions about the identity of the person present and intending to use the E-Wallet, the Merchant has reason to doubt the authenticity of the scanned QR Code and/or the Merchant suspects that the QR Code has been tampered with.
  - g) The Merchant shall not allow the E-Wallet Holder to split any payment for goods/services into multiple E-Wallet Transactions, even where the E-Wallet Holder maintains more than one (1) E-Wallet.
- 5.2. The Merchant shall comply with and shall ensure that the Merchant's employees comply with the Merchant's obligations set out in this Agreement, including the procedures described in Clause 5.1, as well as any other procedures as communicated by the Bank to the Merchant from time to time, which are necessary to prevent and mitigate potential risks (such as fraud and settlement risks) associated with the acceptance of E-Wallet Transactions (for which the Merchant hereby agrees the Bank shall not be held liable or responsible), which include but are not limited to:
- (a) Interception of E-Wallet Transactions which may result in unauthorised transactions or payment being made to an unintended and unauthorised third party other than the Merchant;
  - (b) Unauthorized E-Wallet Transactions effected through the use of E-Wallets or electronic devices used by the E-Wallet Holder where the security has been compromised;
  - (c) Manipulation of QR code by Merchant for Merchant-initiated payments e.g. merchant displays QR code for a payment of RM50, but QR code has been modified to pay RM500;
  - (d) Tampering of the displayed static QR Code which may result in payment to an unintended third party other than the Merchant; and/or
  - (e) Delays and/or failure in payments being effected to the Merchant and/or failure of E-Wallet Transactions due to :
    - (i) technical error, malfunction or omission on the part of the Bank, Tencent, Tenpay
    - (ii) processing work or maintenance activity being conducted in respect of the E-Wallet and/or the E-Wallet Transaction Management Application;
    - (iii) telecommunications network congestions, network failure, systems failure or any other reason beyond the reasonable control of the Bank;
    - (iv) an unauthorised person or third party having accessed the Merchant's Electronic Terminal and E-Wallet Transaction Management Application; and/or
    - (v) any data loss or theft due to any virus or malware transmitted in the Electronic Terminal.

## **6. COMPLETION AND PRESENTATION OF SALES SLIP/TERMINAL RECEIPT FOR CARD AND/OR DEBIT CARD TRANSACTIONS**

- 6.1. Upon obtaining the signature of the Cardholder on the Sales Slip/Terminal Receipt for Card Transactions and upon issuance of the Terminal Receipt for Debit Card Transactions, EMV Card Transactions and Contactless Card Transactions, the Merchant shall:-
- (a) in the case of Sales Slip (which shall be issued in triplicate), furnish to the Cardholder and the Bank copies of the Sales Slip designated for the Cardholder and the Bank respectively (subject to Clause 7.1 herein) and retain the copy of the Sales Slip designated for the Merchant. The Merchant shall present the "Bank Copy" of the Sales Slip to the Bank within three (3) Business Days from the date of the transaction failing which the Bank shall be entitled to charge the Merchant a late submission fee equivalent to 1.8% of the transaction amount indicated on the Sales Slip or the Merchant Discount, whichever is higher without prejudice to the additional right of the Bank to declare a breach by the Merchant entitling the Bank to the remedies specified in Clauses 15, 16 and/or 17 herein.
  - (b) in the case of the Terminal Receipt (which shall be issued in duplicate), furnish to the Cardholder the copy of the Terminal Receipt designated for the Cardholder and retain the duplicate of the Terminal Receipt. The Merchant shall retain the duplicate of all Terminal Receipts for a period of not less than eighteen (18) months (or such other period as may be specified by the Bank, MasterCard Worldwide or Visa International) from the date of transaction. The Merchant shall furnish the duplicate of the Terminal Receipt or such other documents evidencing the Card transaction to the Bank within three (3) Business Days from the date of the Bank's request. The Merchant hereby agrees that failure on its part to furnish the duplicate of the Terminal Receipt and such other required documents upon request by the Bank shall constitute a breach by the Merchant entitling the Bank to the remedies specified in Clauses 15, 16 and/or 17 herein.
- 6.2. Upon completion of each transaction as evidenced by the handing over of the completed Sales Slip/Terminal Receipt to the Cardholder the Merchant shall not be permitted to make any alteration or amendment whatsoever in relation to the Sales Slip/Terminal Receipt. Any purported alteration or amendment to the completed Sales Slip/Terminal
- 6.2.1. Receipt shall render the Sales Slip/Terminal Receipt invalid and the Bank shall be entitled to refuse payment to the Merchant. Notwithstanding that the Bank may have effected payment to the Merchant as a result of the Merchant executing the Settlement Function or have inadvertently or on account of any other reason authorised payment to the Merchant in respect of any Sales Slip/Terminal Receipt which contains any alteration or amendment whatsoever, the Bank shall have the absolute right to a restitution of such payment by way of a set-off or cash restitution from the Merchant as the Bank deems fit.
- 6.3. Notwithstanding any provisions in the Agreement, should the Sales Slip/Terminal Receipt be determined by the Bank at its absolute discretion to contain or be affected by any irregularity of whatever description, whether such irregularity is attributable to any act of forgery or otherwise or the transaction is one in violation of laws or rules or governmental agency, local or otherwise, or if the Bank receives a written statement of denial or non-admission of the transaction from the Cardholder in respect of the Sales Slip/Terminal Receipt, such Sales Slip/Terminal Receipt shall be deemed thereby as invalidated ("Irregular Sales Slip / Irregular Terminal Receipt") and the Bank shall be entitled to refuse payment to the Merchant and/or seek restitution of such payment by way of a set-off or cash restitution from the Merchant (in the case where payment has been effected to the Merchant as a result of the Merchant executing the Settlement Function or have inadvertently or on account of any other reason authorised payment to the Merchant in respect of any Sales Slip/Terminal Receipt). The said

written statement of denial or non-admission from the Cardholder if received by the Bank shall be regarded as final and conclusive and binding on the Merchant. Notwithstanding the foregoing, payment may be made by the Bank to the Merchant provided such irregularity has been referred to and ratified by the relevant Cardholder in writing and provided any expenses incurred thereof by the Bank shall be borne by the Merchant.

6.4. Not with standing Clause 6.3:-

- (a) where the Bank is the issuer of the Card under which such Irregular Sales Slip/Irregular Terminal Receipt are effected:-
- (i) the Bank shall, at its sole discretion, be entitled, at any time and without assigning any reason to the Merchant, to withhold payment for any of the said Irregular Sales Slip presented to the Bank for payment by the Merchant for a period of up to six (6) months from the date of presentation of the Irregular Sales Slip for investigation to determine if the same could or should be determined as invalidated as aforementioned and should the Bank determine after the said withholding period that the Irregular Sales Slip are not to be invalidated, payments in respect thereof shall be made to the Merchant free of interest;
  - (ii) in the event the Bank had effected payment to the Merchant for the amount stated in the Irregular Terminal Receipt upon the Merchant executing the Settlement Function and should the Bank in its absolute discretion after the investigation determine that the Irregular Terminal Receipt are to be invalidated, the Bank shall have the absolute right to a restitution of such payment made by way of a set-off or cash restitution from the Merchant as the Bank may deem fit; and
  - (iii) the Bank shall not be held liable or responsible to the Merchant or any other party for loss damage or any claims whatsoever and howsoever arising by reason of or by virtue of the Bank effecting the withholding of payment or setting-off the payment due to the Merchant as provided herein.
- (b) where the Bank is not the issuer of the Card under which such Irregular Sales Slip/Irregular Terminal Receipt are effected:-
- (i) the Bank shall be entitled to withhold payment for any Irregular Sales Slip for a period of up to six(6) months from the date of presentation of the Irregular Sales Slip ("the Withholding Period"). Within the Withholding Period the Bank shall endeavour to obtain the confirmation of validity of the Irregular Sales Slip in writing from the relevant Cardholders or the relevant Card issuers. Should such relevant Cardholders or relevant Card issuers deny or do not admit the validity of the Irregular Sales Slip based on any grounds whatsoever or if, within the Withholding Period for whatsoever reasons, payments made in respect of the Irregular Sales Slip are repaid to the relevant Card issuer by way of set-off or charge back effected by the relevant Card issuer, the Irregular Sales Slip as a consequence thereof shall be deemed as invalidated and the Bank shall be entitled to refuse payment to the Merchant. The said statement of denial or non-admission and the evidence of repayment by the Bank effected by way of set-off or charge back from the relevant Cardholder or relevant Card issuers as the case may be shall be regarded as final and conclusive and binding on the Merchant;
  - (ii) in the case of Irregular Terminal Receipts where payments have been made to the Merchant upon the execution of the Settlement Function, should the relevant Cardholders or relevant Card issuers deny or do not admit the validity of the Irregular Terminal Receipts based on any grounds whatsoever or if payments made in respect of the Irregular Terminal Receipts are repaid to the relevant Card issuer by way of set-off or charge back effected by the relevant Card issuer, the Irregular Terminal Receipts as a consequence thereof shall be deemed as invalidated and the Bank shall have the absolute right to a restitution of such payments made via the Settlement Function by way of set-off or cash restitution from the Merchant as the Bank may deem fit;
  - (iii) should the Irregular Sales Slip/Irregular Terminal Receipt be subsequently confirmed by the relevant Cardholders or the relevant Card issuers as valid or if such confirmation is not obtained or cannot be obtained by the Bank for any reason whatsoever, in respect of the Irregular Sales Slips, payments due there under shall be released by the Bank to the Merchant without any interest whatsoever immediately after the expiration of the Withholding Period and in respect of the Irregular Terminal Receipts, the Bank shall not require any restitution of payments which had been made to the Merchant earlier;
  - (iv) the Bank shall not be held liable or responsible to the Merchant or any other party for loss damage or any claims whatsoever and howsoever arising by reason of or by virtue of the Bank effecting the withholding of payment or setting-off of the payment due to the Merchant or obtaining cash restitution from the Merchant as provided herein.

6.5. The presentation of each Sales Slip/Terminal Receipt or the execution of the Settlement Function by the Merchant shall constitute a warranty by the Merchant to the Bank that:-

- (a) The Card presented by the Cardholder was a valid Card at the relevant time of transaction;
- (b) All statements of fact therein are correct and true and the Merchant has complied with all requirements imposed by law and by the Agreement in relation to the transaction;
- (c) The Merchant has sold goods and/or services to the value stated therein;
- (d) No charge, payment, premium or similar obligation even if under a separate contract, has been received from or imposed on the Cardholder as a condition of the transaction as evidenced by the Sales Slip/Terminal Receipt and the value stated on the Sales Slip/Terminal Receipt evidences the bona fide sum due and owing from the Cardholder;
- (e) The Sales Slip/Terminal Receipt was completed and the details on the Sales Slip/Terminal Receipt have not been altered subsequent to the transaction and in the case of Card transactions where the signature of the Cardholder is required, the Sales Slip/Terminal Receipt was signed in the presence of the Merchant or an agent of the Merchant and that the signature thereon has been compared and determined to be similar to the signature on the Card;
- (f) Should the Card contain a photograph of the Cardholder, the Merchant had compared the photograph and the person who presented the Card and has ascertained that the person as shown in the photograph and the person who had presented the Card appeared to be the same person;
- (g) The Merchant has compared the first four (4) digits denoting the account number embossed on the face of the Card with the pre-printed four (4) digits appearing immediately above the four (4) digits embossed on the Card and have found them to be identical and in the case of cash advance transactions, the Merchant shall have written the four (4) pre-printed digits on the Sales Slip/Terminal Receipt;
- (h) The Merchant has complied with the provisions on Card acceptance set out in Clause 2, Clause 3, Clause 4.1, Clause 4.2 or Clause 4.3, whichever is the applicable and all other applicable provision set out in the Agreement;

- (i) The Sales Slip/Terminal Receipt is authorised by the Cardholder and/or not obtained by fraudulent means;
- (j) The value on the Sales Slip/Terminal Receipt shall have not been assigned or charged to any third party;
- (k) The Cardholder shall not have sought to repudiate or rescind the contract with the Merchant;
- (l) The Cardholder shall not have acquired any right of set-off or counterclaim available against the Merchant in respect of the value of the Sales Slip/Terminal Receipt;
- (m) The Merchant shall not have agreed with the Cardholder for any extension of the contractual time for payment of the goods purchased and/or services rendered or for any waiver or modification of the terms of the contract;
- (n) There are sufficient funds or limit in the Cardholder's Card Account;
- (o) The Cardholder's signature on the Sales Slip/Terminal Receipt was not obtained by fraud or any other illegal means;
- (p) All information contained on the Sales Slip/Terminal Receipt are true and correct and do not contain any error due to fraud, negligence, technical malfunction or any other reasons whatsoever;
- (q) Every contract entered into by the Merchant with the Cardholder shall fulfil all statutory and other requirements (including but not limited to the requirements set out by MasterCard Worldwide, VISA International and other relevant authorities) for its validity and enforceability; and
- (r) For Electronic Commerce Transactions, the Merchant shall upon completion of a Card Transaction provide the Cardholder with a transaction receipt either through a separate email message or send a physical receipt by post. The transaction receipt must include the following:-
  - (i) Merchant's name;
  - (ii) Merchant's online address;
  - (iii) Card Transaction amount;
  - (iv) Card Transaction currency;
  - (v) Card Transaction Date;
  - (vi) Card Transaction identification number;
  - (vii) Cardholder's name;
  - (viii) Cardholder's Card Account number with the first (1st) twelve (12) digits truncated;
  - (ix) Authorisation code;
  - (x) Description of goods and/or services purchased; and
  - (xi) Return/Refund policy.

## **7. PAYMENT TO THE MERCHANT FOR CARD AND/OR /E-DEBIT TRANSACTIONS AND/OR E-WALLET TRANSACTIONS**

### **Card and/or E-Debit Transactions**

#### **7.1. The Merchant shall:-**

- (a) present to the Bank, the "Bank Copy" of the Sales Slip (in respect of Card transaction) completed in the manner required by the Agreement within three (3) Business Days of their respective transaction dates, at such place as the Bank shall from time to time designate to the Merchant failing which the Bank shall be entitled to charge the Merchant a late submission fee equivalent to 1.8% of the transaction amount indicated on the Sales Slip or the Merchant Discount, whichever is higher without prejudice to the rights of the Bank in Clauses 15, 16, 17 and 18 herein.
- (b) execute the Settlement Function (in respect of Card and/or E-Debit transaction) every day before 2300 hours, failing which the Bank is entitled to charge the Merchant a late settlement fee equivalent to 1.8% of the transaction amount indicated on the Terminal Receipt or the Merchant Discount, whichever is higher without prejudice to the rights of the Bank in Clauses 15, 16, 17 and 18 herein.

#### **7.2. The obligation of the Bank to make any payment to the Merchant in the manner provided for in the Agreement shall be subject to the following conditions precedent:-**

- (a) against each copy of the Sales Slip; or
- (b) upon the execution via the Settlement Function; and
- (c) subject to any other conditions as the Bank may stipulate from time to time at its sole discretion.

Provided always the Bank has not received any notice requiring the Bank to withhold payment to the Merchant or has exercised its discretion to withhold payment to the Merchant pursuant to Clause 6.3 and Clause 6.4 hereof on account of such Sales Slip/Terminal Receipt and the Merchant shall have observed and performed all the obligations contained in the Agreement.

### **E-Wallet Transactions**

#### **7.3. The Merchant shall effect payment to the Merchant:**

- (a) against the daily settlement amount that is provisioned by the E-Wallet Issuer and the transaction details that are recorded in the Merchant E-Wallet Transaction Management Application ("Settlement Details"); and
- (b) subject to any other conditions as the Bank may stipulate from time to time at its sole discretion.

Provided always the Bank has not received any notice requiring the Bank to withhold payment to the Merchant or has exercised its discretion to withhold payment to the Merchant pursuant to Clause 6.3 and Clause 6.4 hereof on account of such Sales Slip/Terminal Receipt/ and the Merchant shall have observed and performed all the obligations contained in the Agreement.

- 7.4. Where an obligation to make a payment to the Merchant pursuant to Clause 7.2 and/or 7.3 is triggered and subject to the Merchant's due compliance of the terms of the Agreement, the Bank shall make payment to the Merchant by way of a direct credit to the Merchant's current account Provided Always and notwithstanding any provision of the Agreement to the contrary, the Bank reserves the right to withhold payment and accumulate the payment to the Merchant if the total amount of payment to the Merchant (less the Merchant Discount and less the aggregate amount of rebates and refunds granted to the Cardholder/E-Wallet Holder and less all other amounts due and payable to the Bank under the Agreement or otherwise) is less than Ringgit Malaysia One Hundred (RM100.00) only to another date when the total payment to the Merchant is equivalent to or exceeds Ringgit Malaysia One Hundred (RM100.00). For the purpose of the Bank effecting payment to the Merchant, the Merchant shall maintain a banking account with any branch of the Bank. All figures are subject to final audit and checking by the Bank. Payment by the Bank shall not constitute confirmation that the Sales Slip/E-Wallet Transaction Invoice/E-Wallet Transaction Management Application record, the Settlement Details or the execution of the Settlement Function are accepted according to the conditions and procedures stated in the Agreement or are free of discrepancies, irregularity or any violation. The Merchant agrees that the Bank shall have the right to claim back from the Merchant any erroneous payments or extra payments made to the Merchant and such sum of monies shall be refunded or repaid to the Bank on demand either by debiting the Merchant's current account maintained with the Bank or the Bank exercising its right of set-off or by raising a claim on the Merchant or by any other means as the Bank deems fit.
- 7.5. It shall be an obligation of the Merchant to notify the Bank in writing of non-payment to it. The notification by the Merchant to the Bank shall not be later than fourteen (14) Business Days from the date of presentation of the Bank's copy of the Sales Slip/E-Wallet Transaction Invoice/E-Wallet Transaction Management Application record or fourteen (14) Business Days from the date the Merchant has activated the Settlement Function or the date of auto settlement by the E-Wallet, failing which the Bank shall hold no responsibility of payment. The Merchant is also under the duty to inform the Bank in writing within seven (7) Business Days from the date the Merchant received or is deemed to have received the Merchant Statement of any error discrepancy or inaccuracy of any entry in the Merchant's account, failing which the Merchant shall be deemed to have accepted the entries contained in the Merchant's account and thereafter the Merchant shall be precluded from making any claim against the Bank by alleging that the entry in the Merchant's account contains any omission incorrect entries debits wrongly made error discrepancy or inaccuracy. The Bank shall not be liable for any loss or damage incurred by the Merchant arising as a consequence of the Merchant giving the Bank incorrect details of the Merchant's account.
- 7.6. In respect of any dispute between the Merchant and the Bank arising from the aforesaid settlement procedures or in respect of moneys owing and due to the Merchant it shall be the obligation of the Merchant to formally notify the Bank in writing within seven (7) days from the date of such dispute or the discovery of such discrepancies or errors, whichever is the earlier, failing which the Merchant shall be deemed to have waived its right to raise such dispute or such discrepancies or errors.
- 7.7. Payment by the Bank to the Merchant does not constitute confirmation that the Card/E-Debit Transactions/E-Wallet Transactions are accepted free of irregularity or any violation and shall be subject to refusal or chargeback by the Bank in accordance with Clause 16 and nothing in this Clause 7 shall preclude the Bank from correcting any error or discrepancy in such amount paid by giving written notice to the Merchant or claim back from the Merchant. The Merchant further agrees that the Bank reserves the right to claim back from the Merchant any other payment due from the Merchant to the Bank and may be recovered on demand by any ways or methods stipulated in the Agreement or provided by law.
- 7.8. The Merchant shall not change or terminate its account without giving the Bank five (5) business days prior notice and the change shall not take effect without the written consent for the change from the Bank. It is hereby agreed that the Bank shall not liable for any losses or damages suffered by the Merchant arising as a consequence of late presentation of such notice of change or termination.
- 7.9. The Merchant agrees that the Bank shall not be liable or obliged to pay, refund or transfer the electronic money values stored in any lost, damaged or stolen Manual Imprinter or POS Terminal/MPOS.
- 7.10. If the Bank is prevented by any circumstances beyond its reasonable control from paying the Merchant in accordance with the Agreement, the Bank shall as soon as reasonably practical make payment to the Merchant but it shall not be liable for any losses, damages or costs suffered by the Merchant for such delay.
- 7.11. The Bank may endeavour to collect on behalf of the Merchant the amount due on any Sales Slip which have not complied with the conditions herein but the Bank shall be entitled to impose a collection fee for each Sales Slip successfully collected. The collection fee shall vary according to the transaction amount of the Sales Slip. The Bank shall not be obliged to pay the Merchant the amount of any Sales Slip on collection presented on a collection basis unless and until the said amount has been received by the Bank. The Merchant agrees that the Bank shall be entitled to deduct the Merchant Discount and any charges payable by the Merchant from such sums received by the Bank before remitting the balance sum to the Merchant.
- 7.12. For Retail Internet Banking, the Bank shall be entitled to deduct the Fees, the usual bank charges and any other charges and expenses payable from the payment sums prior to the remittance or payment of the collected sums to the designated account. Notwithstanding any other provision in the Agreement, the Bank shall be entitled at its absolute discretion to revise or vary the Fees, the usual bank charges and/or any other charges from time to time and any changes thereto shall be effective on the date specified by the Bank in such notification to the Merchant. Nothing in the Agreement shall be deemed to oblige or require the Bank to provide the Collection Services to the Merchant nor shall the Bank be liable to the Merchant or the Subscribers for any non-payment or collection of the Payment Sums or delay in the remittance of the Collected Sums to the Merchant in any of the following circumstances :-
  - (a) incomplete, erroneous, disputed, forged or unauthorised Payment Instructions or Payment Instructions given by any fraudulent or illegal means
  - (b) suspension, termination or closure of the Subscriber's Account by the Bank or the Member Banks, as the case may be;
  - (c) death or bankruptcy or winding-up of the Subscriber; or
  - (d) technical error, malfunction or omission on the part of the Bank or any companies which offer communication, network or services to the Bank or its subscribers in the provision of these bills and other payments collection services.

## **8. RETURNED MERCHANDISE AND OTHER ADJUSTMENTS IN RESPECT OF CARD AND/OR E-WALLET TRANSACTIONS**

- 8.1. Should any goods and/or services be not received and/or performed or are cancelled or in the case of goods, the same having been received by the Cardholder /E-Wallet Holder are subsequently rejected or accepted for return or if the price is disputed by the Cardholder/E-Wallet Holder or price adjustment is allowed or if, contrary to the Agreement, the Merchant used two or more Sales Slips/Terminal Receipts/E-Wallet Transaction Invoices/E-Wallet Transaction Management Application record to evidence a Card/E-Wallet Transaction ("the Disputed Transaction"), the Merchant shall not make any cash refund but shall perform one of the following :-
- (a) In the case of a Card Transaction effected through the use of a Manual Imprinter, the Merchant shall complete a Credit Slip by means of the Manual Imprinter. The Merchant shall sign and date each Credit Slip and shall include thereon an identification of the merchandise returned, services cancelled or adjustments made and the amount of the credit in sufficient detail to identify the earlier transaction. A completed copy of the Credit Slip shall be delivered or forwarded to the Cardholder and to the Bank within three (3) Business Days of its issuance date but in any event not later than thirty (30) calendar days from the original Card Transaction.
  - (b) In the case of a Card Transaction effected through the use of a POS Terminal/MPOS and provided that the Merchant has not activated the Settlement Function the Merchant shall take steps to void any entry already keyed in to record the Disputed Transaction.
  - (c) If the Merchant has activated the Settlement Function or if the Disputed Transaction has been paid by the Bank to the Merchant, the Merchant shall process an on-line credit transaction to the Bank or any source nominated by the Bank for completing a Credit Slip. The Merchant shall sign and date each Credit Slip and shall include thereon an identification of the merchandise returned, services cancelled or adjustments made and the amount of the credit in sufficient detail to identify the earlier transaction. A completed copy of the Credit Slip shall be delivered or forwarded to the Cardholder and to the Bank within three (3) Business Days of its issuance date but in any event not later than thirty (30) calendar days from the original Card Transaction.
  - (d) In the case of E-Wallet Transaction effected through the customer's E-Wallet Mobile Application, the Merchant shall submit a request for refund in writing to the Bank. The request should include the customer's E-Wallet Transaction Invoice and the E-Wallet Transaction record details from the Merchant E-Wallet Transaction Management Application within three (3) Business Days of the E-Wallet Transaction date but in any event not later than thirty (30) calendar days from the date of the E-Wallet Transaction.
- 8.2. The Merchant agrees that the Bank shall impose processing fee on any reversal or cancellation of the Card/E-Wallet Transaction requested by the Merchant and the Bank will not refund the Merchant Discount or any part thereof it had deducted from the earlier payment made to the Merchant. The Merchant further agrees that such sum may be refunded to the Bank either by cash or cheque or by the Bank debiting the Merchant's current account maintained with the Bank or by the Bank exercising its right of set off or by the Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter.
- 8.3. The Merchant shall not make any such cash or cheque refund of the amount shown on the Credit Slip/E-Wallet Transaction Invoice or on any transaction previously paid using the Card/E-Wallet.

## **9. COMPLETION OF RECURRING PAYMENT TRANSACTIONS AND TRANSACTION VIA MAIL ORDERS AND TELEPHONE ORDERS**

- 9.1. When transaction is a Recurring Payment Transaction or a Mail Order Transaction, in accepting and honouring the Card, the Merchant shall ensure the following acceptance procedures are strictly observed and complied with:-
- (a) In the event of Mail Order Transactions to the exclusion of telephone order transactions where Clause 9.1(b) is applicable), the Merchant shall ensure that the Authorisation Form presented by the Cardholder is legibly completed with the following:-
    - (i) the Cardholder's Card Account number, expiry date and security code;
    - (ii) the transaction amount (including applicable taxes);
    - (iii) the Cardholder's name, home/office address and home/office telephone number;
    - (iv) a description of the goods sold or services rendered in detail sufficient to identify the transaction; and
    - (v) the signature of the Cardholder.
  - (b) In the event of Telephone Order transactions, the Merchant shall, based on the information given directly from the Cardholder, complete the Authorisation Form with the following:-
    - (i) the Cardholder's Card Account number, expiry date and security code;
    - (ii) the transaction amount (including applicable taxes);
    - (iii) the Cardholder's name, home/office address and home/office telephone number; and
    - (iv) a description of goods sold or services rendered in detail sufficient to identify the transaction.
  - (c) In the event of Recurring Payment Transactions, the Merchant shall ensure that the Authorisation Form presented by the Cardholder is legibly completed with the following:-
    - (i) the Cardholder's Card account number, expiry date and security code;
    - (ii) the transaction amount (including applicable taxes);
    - (iii) the Cardholder's name, home/office address and home/office telephone number;
    - (iv) a description of the goods sold or services rendered in detail sufficient to identify the transaction; and
    - (v) the signature of the Cardholder.
- 9.2. The Merchant shall only accept a Card that is within the validity period expressed by the Cardholder and unexpired.
- 9.3. In the event POS Terminal/MPOS is provided to the Merchant in connection with a Mail Order Transaction and/or Telephone Order and/or Recurring Payment Transaction, the Merchant shall complete the authorisation/approval and charge the Cardholder's Card account via the use of the POS Terminal/MPOS. If no POS Terminal/MPOS is provided to the Merchant in connection with the Mail Order Transaction and/or Telephone Order and/or Recurring Payment Transaction, the Merchant shall seek authorisation/approval from the Bank and shall write, type or print legibly the authorisation/approval code evidencing any authorisation/approval so obtained on the Authorisation Form with the designated Merchant Number before completing the transaction.
- 9.4. Every Authorisation Form in connection with a Mail Order and/or Telephone Order Transaction shall be delivered directly by the Merchant to the Bank within three (3) Business Days from the date of the relevant transaction.



- 9.5. In the event billing file is provided to the Merchant in connection with Recurring Payment Transaction, the following acceptance procedures are strictly observed and complied with:-
- (a) the Merchant shall create and send an input billing file to Bank daily together with a softcopy report via File Transfer Protocol (FTP) and/or e-mail and/or other means determined by the Bank.
  - (b) Bank shall process the input billing file received from Merchant and subject to the success / approval of the transaction, Bank shall debit Cardholder's Card Account accordingly.
  - (c) Bank shall send to Merchant the status of the billing file (i.e. Output billing file) and softcopy reports (merchant daily journal) via FTP and/or e-mail and/or other means determined by the Bank the next Business days after receipt of the billing file from Merchant. The output payment file shall contain information on all successful transactions and unsuccessful transactions.
  - (d) For successful transactions, Merchant shall update its Cardholders' accounts accordingly within two (2) Business Days upon receiving the output billing file from Bank.
  - (e) In the event of a dispute between Merchant and the Cardholder in respect of payment made to Merchant through the Collection Service, Merchant shall accept the Cardholder's Card Account statement or Bank's reports in relation to the payment so effected by Bank or such other documents as may be agreed upon by the parties hereto from time to time as evidence of payment.
  - (f) In the event that the billing file cannot be processed due to technical problem, Merchant or Bank upon being informed by each other as the case may be, shall take steps to rectify the problem and send the amended input or output billing file accordingly earliest possible.
- 9.6. If the relevant Cardholder denies liability in respect of any transaction initiated or concluded by way of Mail Order and/or Telephone Order, the Bank shall be entitled, in addition to the rights contained in the Agreement, to full reimbursement of the amount paid to the Merchant. For the purpose of this Clause, it is irrelevant whether the Merchant has observed the Agreement or has obtained an authorisation/approval code from the Bank.

## **10. MERCHANT DISCOUNT**

- 10.1. Unless otherwise agreed to by the Bank in writing, the Merchant shall pay to the Bank a discount ("Merchant Discount") on the amount due from the Bank to the Merchant under Clause 7 at the rate set out in the - Letter of Offer.
- 10.2. The relevant Merchant Discount and other sums of money (if any) owing by the Merchant to the Bank shall be deducted by the Bank before the Merchant is paid on each occasion in accordance with the provisions herein.
- 10.3. The Bank reserves the right at its absolute discretion to review and vary the Merchant Discount from time to time and any changes thereto shall be effective on the date specified by the Bank in such notification to the Merchant.

## **11. RETENTION OF RECORDS**

- 11.1. The Merchant shall furnish to the Bank forthwith upon request from time to time, the original copy or photocopies or printouts (as required by the Bank) of the Payment Instructions, statements, bills or invoices, sales or other records of the Merchant pertaining to all Card/E-Wallet Transactions. The Merchant shall retain all such Payment Instructions, statements, bills or invoices, sales or other records for a period of at least eighteen (18) months from the relevant Card Transaction Date or the date of the E-Wallet Transaction, as the case may be, or such other time frame as may be specified by the Bank, MasterCard International, Visa International, Tenpay and the relevant E-Wallet Issuer.
- 11.2. The Bank shall be entitled to enter any of the Merchant's premises with reasonable prior written notice, to do inspections of the Merchant's records relating to the Card/E-Wallet Transactions or which relate to the purpose under the Agreement and/or with a view to ascertaining whether the Merchant or its officers, employees and/or agents are involved in any fraudulent or unlawful activity which may adversely affect the Bank's rights under the Agreement.
- 11.3. The Merchant is required to provide the records for the Bank's inspection within fourteen (14) days from the date of the Bank's request.
- 11.4. Failure by the Merchant to observe the provisions in Clause 11.1, 11.2 and 11.3 entitles the Bank the right to claim back from the Merchant any payments or extra payments made to the Merchant.
- 11.5. If there is any discrepancy between the Merchant's and the Bank's statements, records and reports, the Merchant agrees that the statements, records and reports issued by the Bank shall be final, conclusive and binding on the Merchant.

## **12. EQUIPMENT SUPPLIED TO REMAIN THE PROPERTY OF THE BANK**

- 12.1. Each Electronic Terminal, Manual Imprinter, POS Terminal, PIN Pad and/or any other mechanical/electronic equipment supplied to the Merchant by the Bank under the Agreement (collectively the "Equipment") and each Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice or E-Wallet Transaction Management Application shall be utilised by the Merchant strictly in accordance with the terms contained in Agreement and such operating instructions issued by the Bank from time to time and the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice or E-Wallet Transaction Management Application and the Equipment, including the intellectual property rights to the software and the architecture, shall remain the property of the Bank or such other person as may be specified by the Bank at all times and shall be surrendered to the Bank in good working order or condition on termination of this Agreement or on demand. Save for reasonable wear and tear, the cost of repairs and replacement of spare parts and/or Equipment arising from negligent damage, unauthorised use, abuse or misuse of the Equipment shall be borne by the Merchant and paid to the Bank within fourteen (14) days from the date of the Bank's notice requiring such payment.
- 12.2. The Merchant agrees and undertakes to pay such rental deposit and shall bear all rental and service tax that may be charged by the Bank or such vendor appointed or nominated by the Bank for the use of the Equipment (collectively the "Rental") and agrees to be responsible for all such installation fees for any telecommunication facilities and/or any other requirements, as well as the costs and charges for providing the facilities, electrical power points and telephone lines and any other operating charges exclusively for the installation and operation of the Equipment. The Rental may be reviewed at any time at the sole and absolute discretion of the Bank.

- 12.3. The E-Wallet Transaction Management Application will only be available with the Electronic Terminals in which it has been pre-installed by the Bank and provided to the Merchant and is to be used for electronic devices and data connections meeting the required specifications and configurations as may be specified by the Bank from time to time. Upon the prior written approval of the Bank, the E-Wallet Transaction Management Application may be installed by the Bank on the Merchant's compatible devices under the terms of this Agreement. Where the Merchant is using its own electronic device to be installed with the E-Wallet Transaction Management Application by the Bank, devices modified contrary to the manufacturer's software or hardware guidelines, including but not limited to those with disabled hardware or software controls, sometimes referred to as "jail broken" devices, shall not be compatible mobile devices. The use of a modified device to provide the E-Wallet Transaction is expressly prohibited, constitutes a violation of the terms of this Agreement and is a ground for termination of this Agreement. The Bank does not warrant that the E-Wallet Transaction service and/or the E-Wallet Transaction Management Application will be compatible with the Merchant's electronic device or carrier.
- 12.4. The Merchant agrees to take all necessary precautions to prevent and shall immediately notify the Bank of any theft, loss, negligent damage, unauthorised use, abuse or misuse of the Equipment.
- 12.5. The Merchant shall allow the Bank's authorised personnel or agents to enter their premises to install, inspect, repair, service or remove the Equipment at any reasonable time. Upon completion of installation, repair or service of the Equipment, the Merchant must acknowledge acceptance of the installation, repair or service in writing. The Merchant hereby agrees to cooperate in all inspection and repairs. The Bank shall not be liable for any loss and/or damage or delay caused to the Merchant due to the delay in repairing the Equipment.
- 12.6. The Merchant shall notify the Bank of the Equipment failure within one (1) Business Day after becoming aware of the Equipment failure. The Bank shall not be liable for any loss or damage suffered by the Merchant as a result of the failure.
- 12.7. The Merchant shall not move or transfer the Equipment to a different outlet, office, premise or location other than that stated in the Letter of Offer without first obtaining the Bank's prior written consent.
- 12.8. The Equipment is to be for the exclusive use of the Merchant and the Merchant shall not allow any unauthorised person(s) to have access to the Equipment or to benefit from the Equipment at any time.
- 12.9. The Merchant is under a duty to prevent tampering of the Equipment, which includes interference, manipulation, illegal modification or reverse engineering to the Equipment and/or its related software programme or remove, conceal or alter any markings attached to the Equipment, which indicate the ownership of the Equipment. The Merchant agrees that it shall notify the Bank and/or its agent immediately and be liable for any damage, loss and costs arising as a consequence of such actions.
- 12.10. The Merchant must not sell, assign or sub-lease the Equipment or allow third party to acquire rights in or over the Equipment by way of encumbrance of otherwise without prior consent from the Bank. The Merchant agrees that the Bank shall impose an immediate penalty payable to the Bank and/or the Bank shall have the right to terminate this Agreement as a consequence of such actions.
- 12.11. The Merchant must only operate the Equipment to process Card/E-Wallet in accordance with the Agreement and the Bank's directions and instructions as set out or established by the Bank from time to time.
- 12.12. The Bank shall not be liable for any negligence or wilful conduct on the part of the Merchant in operating the Equipment, Manual Imprinter and/or POS Terminal/MPOS or for non-compliance of the terms and conditions contained in the Agreement. In addition, the Bank and/or its authorised vendor its employees servants and agents shall have no obligation or liability of any kind (whether direct or indirect) to or through the Merchant with respect to its access to or use of the result obtained from the Equipment or any part of them provided by or through the Bank and/or its authorised vendor and nothing in this clause shall exclude, restrict or modify the rights of the Bank herein and render the conditions of this clause void.
- 12.13. The Bank and/or its authorised vendor shall not be liable for any incidental or consequential damage arising from the use of the Equipment. The Bank and/or its authorised vendor shall not be liable to the Merchant for any wrong transmission or divulging of information of the Merchant's customers. The Bank and/or its authorised vendor shall not be liable to the Merchant for any loss or damage to the Merchant or any other person either directly or indirectly arising out of the performance of the Agreement.
- 12.14. In the event the Merchant loses or replaces or parts with possession or control of the Electronic Terminal on which the E-Wallet Transaction Management Application is installed or if the Merchant has reason to believe that an unauthorised person or third party has accessed the E-Wallet Transaction Management Application or the Electronic Terminal, the Merchant must immediately notify and instruct the Bank and begin the application for a replacement Electronic Terminal.
- 12.15. Unless and until the Bank receives notification from the Merchant in accordance with Clause 12.14 of this Agreement, all E-Wallet Transactions received by the Bank which are associated with the Merchant's E-Wallet Transaction Management Application shall be deemed to have come from the Merchant and the Bank shall be entitled to rely on such instructions, whether they actually originated from the Merchant or not. The Merchant acknowledges that the Bank may not be able to reverse or annul any transaction executed based on E-Wallet Transactions received prior to receipt of the Merchant's notice to the Bank.
- 12.16. The Merchant hereby agrees to indemnify and keep the Bank and/or its authorised vendor(s) indemnified against all losses (including but not limited to the costs of replacement of each Equipment lost or stolen), claim and damages arising from a breach of the Agreement herein by the Merchant and/or its employees servants or agents.
- 12.17. The Bank has the right to deduct and set-off any amount due from the Merchant to the Bank under this Clause 12 from the rental deposit paid under Clause 12.3.

#### **12A. MOBILE POINT OF SALES SERVICE (MPOS)**

- 12A.1 In order to use the MPOS service, the Merchant must be registered by the Bank to use the MPOS service and comply with the registration and activation procedures prescribed by the Bank.
- 12A.2 The MPOS service will only be available with the smart Card reader models assigned by the Bank and are to be used for mobile devices and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time. The Merchant agrees to procure and maintain a mobile phone and data connection which meet these requirements at the Merchant's own

expense. The MPOS service also requires a mobile device with location services (GPRS) enabled. Failure to meet the specification will result in limitation to the access and operations of the MPOS service.

- 12A.3 The Merchant's account permits the Merchant to accept Payment Instructions on Card Transactions, and to account for, settle or void those transactions on registered mobile devices with the Bank. Devices modified contrary to the manufacturer's software or hardware guidelines, including but not limited to those with disabled hardware or software controls, sometimes referred to as "jail broken" are not compatible mobile devices. The use of a modified device to use the MPOS service is expressly prohibited, constitutes a violation of the Agreement and is a ground for termination of the Merchant's account. The Bank does not warrant that the MPOS service will be compatible with the Merchant's mobile device or carrier.
- 12A.4 User guidance on the operation of the MPOS service will be made available to the Merchant and the Merchant must adhere to the user guidance whenever the Merchant accesses or operates the MPOS service.
- 12A.5 The MPOS service is intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Bank shall be entitled at any time at the Bank's sole discretion and without prior notice to temporarily suspend the operation of the MPOS service for updating, maintenance and upgrading purposes or any other purpose whatsoever that the Bank deems fit, and in such event the Bank shall not be liable for any loss, liability or damage which may be incurred as a result. The Bank may also in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of all of the MPOS service or any function or feature, without giving any reason and without incurring any liability.
- 12A.6 The Merchant agrees that all Payment Instructions transmitted by the Merchant's mobile device or otherwise issued by the Merchant, though in electronic form:
- (a) Are written documents, and the Merchant agrees not to dispute or challenge the validity or enforceability of any Payment Instruction on the grounds that it is not a written document and the Merchant hereby waives any such right that the Merchant may have at law;
  - (b) Are original documents and the Merchant agrees not to challenge the admissibility of any Payment Instruction on the grounds that it is made in electronic form; and
  - (c) The Merchant acknowledges and agrees that the Bank's records and any records of the Merchant's Payment Instructions made or performed, processed or effected through the MPOS service by the Merchant or any person purporting to be the Merchant, or any record of transactions relating to the MPOS service and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the MPOS service, whether stored in electronic or printed form, shall be binding and conclusive on the Merchant for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and the Merchant's liability to the Bank. The Merchant hereby agrees that all such records are admissible as evidence and that the Merchant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Merchant's rights (if any) to so object.
- 12A.7 Security codes (PIN, User Login ID) will be issued by the Bank for access to the MPOS service. The Merchant must secure the MPOS software and security codes installed in the mobile device with a password which must be kept strictly confidential. In the event the Merchant loses or replaces or parts with possession or control of the Card reader or mobile device or if the Merchant has reason to believe that someone has accessed the Merchant's MPOS account(s), the Merchant must immediately notify and instruct the Bank and begin the application for a replacement Card reader.
- 12A.8 Until and unless the Merchant notifies the Bank in accordance with Clause 12A.7, all Payment Instructions received by the Bank which are associated with the Merchant's MPOS account shall be deemed to have come from the Merchant and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Merchant or not. The Merchant acknowledges that the Bank may not be able to reverse or annul any transaction executed based on Payment Instructions received prior to receipt of the Merchant's notice to the Bank.
- 12A.9 Upon completion of the prescribed registration and activation procedures, the Merchant will be permitted to download the MPOS software for installation into the Merchant's mobile device and be granted the non-exclusive, non-transferable right to use the software, but based upon and subject always to the Merchant's agreement to the following conditions:
- (a) The Merchant will not use the software for any purpose other than to access the Merchant's own account(s) via the MPOS service on the Merchant's own mobile device;
  - (b) The Merchant will not download or install the software into a mobile device which is not owned by the Merchant or which the Merchant does not have exclusive control;
  - (c) The Merchant will not permit or enable any such person to access the software, or leave the mobile device and Card reader unattended in such a manner as to enable a person to access the software;
  - (d) The Merchant will not reproduce, modify or reverse engineer the software or permit another person to do so;
  - (e) The Merchant will not permit any person to access the Merchant's security codes or activation codes or otherwise enable him to download a copy of the software; and
  - (f) The software is made available to the Merchant strictly on an 'as is' basis and no warranty is made in relation to the software, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description and all warranties which may be implied by law or custom are hereby excluded.
  - (g) The Bank has implemented necessary measures designed to secure the Merchant's personal information and that of the Merchant's Cardholders / E-Wallet Holders from accidental loss and from unauthorised access, use, alteration, or disclosure. The Merchant agrees that the Bank cannot guarantee that unauthorised third parties will be able to defeat those measures or use the Merchant's personal information for improper purposes. The Merchant acknowledges that the Merchant provides the Merchant's personal information and that of its Cardholders / E-Wallet Holders at the Merchant's own risk.

### 13. NOTICE

- 13.1. All notices and correspondence of whatever nature to the Merchant by the Bank or firm of solicitors or agents purporting to act for the Bank, may at the option of the Bank be delivered by hand or sent by prepaid ordinary mail to the Merchant at any address last registered with the Bank, and the notice and correspondence shall be deemed to have been received by the Merchant, if delivered by hand, at the time of delivery, or if sent by prepaid ordinary mail, three (3) days after date of posting in the ordinary course of post or if sent by telex facsimile or cable then it shall be conclusively deemed to have been served immediately after transmission thereof of such telex facsimile or cable. At the election of the Bank, all court documents to be served on the Merchant within and outside the jurisdiction of the High Court of Malaysia may be served on the Merchant by registered post.
- 13.2. All notices and correspondence of whatever nature to the Bank by the Merchant shall be signed by the Merchant or only by those nominated by the Merchant (the "Nominated Signatories") for the purposes of the Agreement. Such Nominated Signatories shall upon execution of the Agreement be notified in writing to the Bank and upon the Nominated Signatories or any of them ceasing for any reason to be authorised by the Merchant to be Nominated Signatories the Bank shall be notified in writing forthwith of the same. Any notice despatched by the Merchant to the Bank shall not be deemed to have been received unless it is actually received by the Bank.
- 13.3. Any failure on the part of the Merchant in notifying any change of address resulting in the delay or failure of delivery of any notice, correspondence or court documents shall not prejudice the Bank's rights and entitlement under the Agreement.

### 14. STATEMENT OF ACCOUNT

- 14.1. The Bank shall, based on the contents in the Sales Slip/Terminal Receipt presented by the Merchant to the Bank and/or the data captured in the Bank's computer system as and when the Merchant executes the Settlement Function, whichever the case may be, during the preceding calendar month or such other periodic interval as determined by the Bank, by the first week of each ensuing calendar month or such other periodic interval as determined by the Bank or as and when payments are made to the Merchant for any Card/Debit Card/Mail Order and/or Telephone Order Transaction/Recurring Payment/E-Wallet Transactions, send a statement of account setting out the amounts credited or debited specifying the relevant Merchant Discount or other sums owing by the Merchant to the Bank. Such statement of account shall be deemed or treated as an invoice for the Merchant Discount and other sums (if any) owed by the Merchant to the Bank. Notwithstanding the existence of such Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice, such statement of account shall be binding on the Merchant and treated as final and conclusive evidence of the respective Card/Debit Card transactions performed. In respect of the Mail Order and/or Telephone Order Transactions or Recurring Payment/E-Wallet Transactions, all transaction data which is reflected in the Bank's statement of account shall be binding on the Merchant and treated as final and conclusive of the Mail Order and/or Telephone Order Transaction or Recurring Payment/E-Wallet Transaction performed.
- 14.2. It is hereby agreed that such statement of account sent to the Merchant shall be deemed to have been received within five (5) days in the case of the Merchant in West Malaysia or within seven (7) days in the case of the Merchant in East Malaysia from the date of despatch of such statement.
- 14.3. Upon retrieval or receipt, as the case may be, of the statement of account the Merchant is deemed to have examined all entries in the statement. The Merchant hereby expressly covenants and undertakes with the Bank that it shall be the duty of the Merchant to report to the Bank in writing, within seven (7) days from the date of the statement, of any error, discrepancy or inaccuracy of any kind whatsoever in the statement. TAKE NOTICE THAT IF THE MERCHANT FOR ANY REASON WHATSOEVER DOES NOT WITHIN THE AFORESAID SEVEN (7) DAYS NOTIFY THE BANK IN WRITING OF ANY ERROR, DISCREPANCY OR INACCURACY OF ANY ENTRY THEREIN THEN THE MERCHANT SHALL BE DEEMED TO HAVE ACCEPTED THE ENTRIES CONTAINED THEREIN MADE UP TO THE DATE OF THE LAST ENTRY IN THE STATEMENT AS CORRECT AND FINAL AND CONCLUSIVE EVIDENCE OF THE FACTS CONTAINED THEREIN AND THE STATEMENT SHALL BE CONSIDERED AS CONCLUSIVE AS AGAINST THE MERCHANT AND BINDING ON THE MERCHANT AND THE MERCHANT SHALL THEREAFTER BE PRECLUDED FROM MAKING ANY CLAIMS AGAINST THE BANK BY ALLEGING THAT ITS SAID STATEMENT CONTAINS ANY ERROR, DISCREPANCY OR INACCURACY.

### 15. INDEMNITY

- 15.1. Without prejudice to any liability (if any) the Merchant shall indemnify the Bank on a full indemnity basis against all penalties, damages, claims, losses, costs (including legal costs) and expenses incurred by the Bank as a result of the occurrence of any one of the following:-
- (a) Any claim (whether in contract or in tort or howsoever arising) being made against the Bank by or on behalf of a Cardholder (which for the purpose of this Clause includes a person who has ceased to be a Cardholder) or by any other party in respect of goods and/or services sold by the Merchant to a Cardholder or arising out of any negligence, default or omission of the Merchant in the course of such supply or the negotiations leading thereto or as a result of the Merchant's breach or failure to comply with its obligations contained in the Agreement.
  - (b) Any Mail Order and/or Telephone Order Transaction or Recurring Payment Transaction and/or any transaction effected through the use of the Card which is or being rendered unenforceable as a result of the Merchant's negligence, default or omission or failure to comply with the requirements and/or security measures set out by MasterCard Worldwide, VISA International, Tencent, Tenpay, the relevant E-Wallet Issuer or other relevant authorities.
  - (c) The Merchant's failure to take all the necessary steps to maintain the security and confidentiality of the Merchant's System, the Merchant's Website, the Equipment referred to in Clause 12, Merchant's POS Terminal/MPOS, the Electronic Commerce Transactions, the Cardholders, the E-Wallet Holders and the Bank.
  - (d) Any breach of any provisions of the Agreement by the Merchant.
  - (e) Any other matters arising out of or in connection with the Agreement.
  - (f) In the case of Mail Order and/or Telephone Order Transaction or Recurring Payment Transactions, the Cardholder alleges that the Authorisation Form has been improperly drawn or not executed by the Cardholder or executed without the Cardholder's authority and/or if the Authorisation Form is illegible, incomplete or unsigned.

## 15.2. Exclusion of Liability

- (a) The Bank shall not be liable in any way to the Merchant for any claims, liabilities, expenses, costs, losses or damages of whatever nature brought against, suffered or incurred by or caused to the Merchant due to or arising out of or in connection with the Agreement, regardless of whether a claim is based on contract, tort or otherwise or whether the Bank has been advised of the possibility of such claim, liability, loss or damage. In addition to the provision herein, the Bank shall not be responsible or held liable in any way whatsoever to the Merchant for any loss, damage, inconvenience or embarrassment suffered by the Merchant by reason of any delay in the performance or non-performance of any of the obligations of the Bank herein due to any causes beyond the reasonable control of the Bank including but not limited to causes such as the suspension or withdrawal by Bank Negara Malaysia, MasterCard Worldwide, Visa International, Tencent, Tenpay, the relevant E-Wallet Issuer or any other relevant authority of the license required for carrying on any part of the Bank's business, alterations to conditions of such license, or the imposition of new conditions on such license, force majeure, industrial disputes, strikes, power failure, failure or malfunction contributed to the computer systems and application employed by the Bank or circumstances beyond the reasonable control of the Bank, its employees, agents or sub-contractors however caused, computer, electronic or electrical system failure, malfunction or breakdown or the interruption, non-supply of electrical or power for any length of time.
- (b) The Bank shall have the absolute discretion subject to prior written notice being given to the Merchant to use such independent agents, contractors or correspondents to carry out or procure any of the matters under or contemplated in the Agreement and the Bank shall not be liable to the Merchant for any act, omission, neglect or wilful default on the part of such independent agents, contractors and/ or correspondents.
- (c) All representation contained in any advertisement or printed matter relating to the goods and/or services offered by the Merchant shall be deemed to have been made by the Merchant and the Bank shall not in any way be liable for any claim whatsoever arising there from. The Bank shall not be responsible to the Cardholder / E-Wallet Holder in any way or manner for any goods and/or services supplied by the Merchant, which shall in this instance be the sole responsibility of the Merchant. The Merchant shall comply with all legal requirements imposed on it in regard to the Agreement. Any legitimate disputes between the Merchant and the Cardholder shall obligate the Merchant to resolve such disputes amicably and promptly with the Cardholder.
- (d) Subject to the provisions herein, the Bank's sole and entire liability to the Merchant in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Agreement or howsoever shall not exceed the amount of the transaction which gave rise to the claim or the direct damages sustained, whichever is lower.
- (e) Each of the provisions under this Clause 15.2 shall be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Agreement.

## 16. RIGHT OF BANK TO RAISE A DEBIT AGAINST THE MERCHANT/CHARGEBACK BY THE BANK

16.1. Notwithstanding any provisions of the Agreement and without derogation to any of the Bank's rights as provided herein, the Merchant further agrees that the Bank may without prior notice and at any time refuse and/or reject any payment to the Merchant and/or reject any Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice or Card/E-Wallet Transaction records presented by the Merchant for payment and where payment has been made by the Bank to the Merchant, raise a debit against the Merchant for settlement of the full transaction amount and of any liability incurred to the Bank by the Merchant or for settlement of any claims demands made against the Bank by the Cardholder / E-Wallet Holder or any other persons howsoever arising and as that provided under any provision of the Agreement, rules and regulations issued by MasterCard Worldwide or Visa International or Tencent or Tenpay or the relevant E-Wallet Issuer or by the operation of any written laws and in particular but not limited to the following events:-

- (a) any transaction which is subjected to the occurrence of any of the term or condition as that provided in the Agreement;
- (b) the transaction is incomplete or has been discovered to be illegal or unlawful or is carried out in breach of the requirements and/or security measures set out by MasterCard Worldwide, VISA International, Tencent, Tenpay or the relevant E-Wallet Issuer or other relevant authorities and security requirements set out in the PCIDSS;
- (c) if the transaction is found to be a split transaction which is not allowed under the Agreement;
- (d) the value of the Sales Slip exceeds the Authorised Floor Limit (unless otherwise authorised by the Bank);
- (e) the Cardholder's signature on the Sales Slip/Terminal Receipt is missing or differs or is suspected to be forged from the specimen signature on the Card or the Cardholder's Certificate has not been properly authenticated or tampered with;
- (f) the copy of Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice presented to the Bank for payment differs from the Merchant's or Cardholder's or E-Wallet Holder's copy and/or the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice records and other related documents evidencing the transaction and delivered to the Bank by the Merchant on the Bank's request is for whatsoever reason, illegible, unreadable and/or incomplete;
- (g) the entries on the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice are incomplete or illegible or tampered;
- (h) the Card is found to have expired or is invalid for any reason whatsoever;
- (i) the Cardholder/E-Wallet Holder disputed the transaction because the goods were not received or did not fit the description or defective or the services were not performed or were inadequate; (i) the transaction is one not approved or authorised by the Bank or is found to be one with a "Declined Authorisation" i.e. where the Merchant has been previously notified by the Bank in response to a request for an authorisation/approval that the particular Card charge/E-Wallet Transaction is not to be honoured;
- (j) the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice was prepared by use of a forged Card or by other fraudulent means;
- (k) the transaction was not entered into nor authorised by the Cardholder /E-Wallet Holder;
- (l) the transaction is a cash disbursement, cash refund or cash payment;
- (m) upon the death or bankruptcy of the Cardholder / E-Wallet Holder;
- (n) the Cardholder/E-Wallet Holder has repudiated or rescinded the contract with the Merchant and has declined payment on the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice for any reason whatsoever;
- (o) the transaction was completed using an Equipment not approved or authorised by the Bank;
- (p) the transaction was completed using an expired, invalid, forged or counterfeit Card or the transaction was obtained by fraudulent means;
- (q) the Merchant has failed to deliver to the Bank, either within the time period specified in the Agreement or such time period subsequently specified by the Bank, or for whatever reasons refuses or neglects to produce, a copy of the Sales Slip/Terminal Receipt / E-Wallet Transaction Invoice or Authorisation Form and other proper documents evidencing the Card/E-Wallet Transaction when requested by the Bank;
- (r) the Card/E-Wallet details on the Sales Slip/Terminal Receipt were handwritten;

- (s) the imprinted Sales Slip/Terminal Receipt does not bear the imprint of the embossed legends of the Card but which is handwritten on or where an authorised POS Terminal/MPOS is present, the Card and the Cardholder's information are not electronically printed but handwritten;
- (t) where, for whatever reason(s), the Merchant has been paid more than once for the same transaction;
- (u) the value on the Sales Slip/Terminal Receipt/E-Wallet Transaction Invoice presented to the Bank for payment exceeds the value of the Card/E-Wallet Transaction that is authorised by the Bank;
- (v) a transaction is not submitted for payment/settlement in accordance with the time period and/or provisions of the Agreement or as directed by the Bank from time to time;
- (w) the Agreement is terminated by the Bank for any reasons whatsoever; or
- (x) if the Bank in its absolute discretion thinks that the security of the Cardholder's / E-Wallet Holder's account information is compromised or determines that there is a violation of Clause 22;
- (y) UPI, Issuing Bank or E-Wallet Issuer defaults, breaches or fails, for any reason whatsoever, to make payment or remit any moneys due under any Card/E-Wallet Transaction or UPI or the Issuing Bank refuses for whatever reason to honour any Card/E-Wallet Transaction.

16.2. To enable the Bank to cause settlement by the Merchant of any liabilities or claims or monies which the Bank may incur pursuant to Clauses 15.1 and/or 16.1 or any other provisions of the Agreement, the Merchant further agrees and hereby empowers the Bank that the Bank may without giving any prior notice to the Merchant effect a debit on any account or accounts of the Merchant of whatsoever description which is or are maintained by the Merchant with the Bank or in the alternative, the Bank may without giving any prior notice to the Merchant recover from the Merchant by way of a set off against any sum which would otherwise be due to the Merchant under the Agreement or raise a claim on the Merchant for the Merchant's immediate settlement thereafter.

16.3. A computer generated statement or certificate (which does not require any signature) or a statement or certificate signed by a Manager or an Officer of the Bank as to the monies for the time being due and owing to the Bank shall, except for manifest error, be conclusive evidence of indebtedness. It is hereby agreed that such statement or certificate shall be deemed to have been received within five (5) days in the case of the Merchant in West Malaysia or within seven (7) days in the case of the Merchant in East Malaysia from the date of despatch of such statement. Any dispute by the Merchant as to the correctness of the statement or certificate shall be notified in writing by the Merchant to the Bank within seven (7) days from the date of receipt or deemed receipt of such statement or certificate.

TAKE NOTICE THAT IF THE MERCHANT FOR ANY REASON WHATSOEVER DOES NOT WITHIN THE AFORESAID SEVEN (7) DAYS DISPUTE ON THE CORRECTNESS OF THE STATEMENT OR CERTIFICATE, THEN THE MERCHANT SHALL BE DEEMED TO HAVE ACCEPTED THE INDEBTEDNESS THEREIN AS CORRECT AND FINAL AND CONCLUSIVE EVIDENCE OF THE INDEBTEDNESS AND THE STATEMENT OR CERTIFICATE SHALL BE CONSIDERED AS CONCLUSIVE AS AGAINST THE MERCHANT AND BINDING ON THE MERCHANT AND THE MERCHANT SHALL THEREAFTER BE PRECLUDED FROM MAKING ANY CLAIMS AGAINST THE BANK BY ALLEGING THAT ITS SAID STATEMENT OR CERTIFICATE CONTAINS ANY ERROR, DISCREPANCY OR INACCURACY.

16.4. Without prejudice to any other Bank's rights and remedies, in the event that the Merchant does not settle in full any payment due to the Bank under the Agreement by the due date or on demand as required under the Agreement, the Bank shall be entitled to charge daily interest on such overdue amount from the due date until the date of payment in full or until the date of judgment at the rate of 2.0% per month. The Bank may by written notice being given to the Merchant vary the amount and/or rate of any interest or charge payable by the Merchant under the Agreement and such variation shall take effect on the date set forth in the notice.

## 17. RIGHT OF SET-OFF

17.1. Where the Merchant has incurred any liability to the Bank whether under the Agreement or by operation of law and the Merchant has not settled such liability to the satisfaction of the Bank, the Bank shall be at liberty to recover from the Merchant by way of set off the amount of such liability against any sum which would otherwise be due to the Merchant. In addition, the Merchant agrees that the Bank may, at its sole and absolute discretion and at any time without notice immediately combine and consolidate all or any account of the Merchant (whether current deposit loan or any other nature whatsoever whether subject to notice or not and in whatever currency) wheresoever situate and set-off or transfer any monies standing to the credit of the Merchant's account with the Bank for purpose of chargeback under Clause 16 or towards the deduction or discharge of any sum due to the Merchant under the Agreement. Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the Bank's prevailing exchange rate which shall be determined by the Bank at its sole and absolute discretion.

## 18. TERMINATION

18.1. In respect of any one or more outlet(s) or location(s) of the Merchant, it is hereby agreed that the Bank has the absolute right to terminate any one or more of such outlet(s) or location(s) of the Merchant for acceptance of the Card/E-Wallet by the Merchant by serving on the Merchant fourteen (14) Business days' written termination notice ("the said Notice") and forthwith upon the expiry of the said Notice, the operation of the Merchant Service(s) shall thereby cease to extend to the relevant outlet(s) or location(s) of the Merchant so identified in the said Notice ("such terminated outlet(s) of the Merchant") and the Merchant shall forthwith at its sole costs and expense and without prior request or demand from the Bank return and deliver to the Bank at such place or location as the Bank shall determine the Manual Imprinter, POS Terminal, PIN Pad, printed static QR Code and any mechanical/electrical/electronic equipment and any other properties belonging to the Bank which were supplied or installed by the Bank to or at such terminated outlet(s) of the Merchant. It is hereby agreed between the Merchant and the Bank that in exercising the Bank's right of termination as provided in this Clause in respect of such terminated outlet(s) of the Merchant, the Bank shall not be in any way whatsoever held liable for any liabilities, losses or damages which may be incurred or suffered by the Merchant and it is further agreed as between the Bank and the Merchant that notwithstanding any provision in the Agreement, the Merchant shall continue to be held liable to the Bank for all antecedent losses, damages or liabilities whatsoever which may have been incurred to the Bank by the Merchant under the Agreement in respect of or arising out of such terminated outlet(s) of the Merchant.

18.2. Without derogation to Clauses 18.1 and 19 herein and any other provisions contained in the Agreement, the Bank has the absolute right without assigning any reason whatsoever to the Merchant to terminate the Agreement by serving on the Merchant not less than seven (7) Business Days' prior written notice ("the Notice") and upon expiry of the Notice, the operation of the Agreement shall cease and the Merchant shall cease to use and forthwith at its costs and expense and without prior request or demand from the Bank return and deliver to the Bank at such place or location as the Bank shall determine the Manual Imprinter, POS Terminal, PIN Pad and any mechanical/electrical/electronic equipment and any other properties belonging to the Bank which were supplied or installed by the Bank.

18.3. Without derogation to Clauses 18.1, 18.2 and 19 and any other provisions contained in the Agreement, the Bank has the right to terminate the Agreement without any prior notice being given to the Merchant or any act being done by the Bank and notwithstanding that the Bank

may have waived its rights on some previous occasion upon the happening of any one of the following events:-

- (a) The rights of the Merchant to be engaged in the business of supplying the goods and/or services undertaken by the Merchant at any one or more outlet(s) as provided under Clause 2.1 herein be suspended or withdrawn or terminated or is inactive for a consecutive period of three (3) months or that such business at any one or more of such outlet(s) as provided under Clause 2.1 herein has ceased to be the core business of the Merchant carried out at such outlet(s);
- (b) Any sum payable hereunder by the Merchant to the Bank remaining unpaid ten (10) days after becoming due and payable whether demanded or not;
- (c) A breach by the Merchant of any provisions of the Agreement;
- (d) The commission by the Merchant of any act of bankruptcy or the levy against the Merchant of any distress or execution;
- (e) In the case of a limited company, any change in the composition of its board of directors or its present shareholding structure without the PRIOR written consent of the Bank. In the case of a partnership or sole proprietorship, any divestment by the sole proprietor of the business or a change in partners without the PRIOR written consent of the Bank;
- (f) The Merchant enters into or attempts to enter into a composition with creditors or in the case of a limited company goes into liquidation (except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by the Bank) or threatens or passes a resolution to wind-up or is in jeopardy of becoming subject to any form of insolvency proceedings. In the case of the Merchant being a proprietorship or partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- (g) A receiver being appointed in respect of the Merchant's assets or any part thereof or a meeting, whether formal or informal, being called by the Merchant's creditors, or any of them;
- (h) The retirement, insanity or death of the Merchant or the principals of the Merchant or the major or controlling shareholders or partners of the Merchant;
- (i) The imposition of new terms and conditions upon the Bank and/or its agent from time to time by statute or statutory instrument or by direction or request by MasterCard Worldwide or Visa International or Tencent or Tenpay or the E-Wallet Issuer or by Bank Negara Malaysia or any other government authorities;
- (j) Where transactions handled by the Merchant are deemed by the Bank to contain irregularities arising from acts relating to counterfeit, fraud and/or invalidated Cards or the Merchant or any of its officers, employees and/or agents is or is suspected by the Bank or MasterCard Worldwide or VISA International or Tencent or Tenpay or the E-Wallet Issuer or any other issuer of any Card/E-Wallet to be involved in any fraudulent or unlawful or illegal activity or is in breach of any security requirement relating to the respective transactions under the Agreement;
- (k) Any representation or warranty made or implied pursuant to the provisions of the Agreement or under any other documents delivered pursuant to the terms of the Agreement proves to have been incorrect or misleading in a particular deemed to be material by the Bank as of the date at which made or deemed made or is repeated at any time with reference to the facts and circumstances subsisting at such time would not be accurate in all material respects;
- (l) Any authorisation, approval, consent, order, exemption required for the purposes of the Merchant Services to be provided in accordance with the Agreement (including the authorisation or approval required for the Bank to issue the Cards or to acquire merchants) is revoked or withheld or is otherwise not granted or fails to remain in full force and effect;
- (m) The renewal or grant of any authorisation, approval, consent, order, exemption required for the purposes of the Merchant Services to be provided in accordance with the Agreement contain or are issued with terms and conditions which the Bank deems as prejudicial to its interest or which would render the operation of the Agreement impossible or illegal;
- (n) The presentation of a petition for winding up against the Merchant or the levy against the Merchant of any distress or execution which is not satisfied within seven (7) Business days thereof; and/or
- (o) The Merchant recorded zero (0) sale or having sale below the minimum specified amount determined by the Bank, for three (3) consecutive months or fails to adhere to any reminder issued by the Bank in relation thereof.

18.4. The termination of the Agreement for any reasons whatsoever and by any party hereto shall not affect the antecedent rights and liabilities of the parties and on termination all sums owing to one party by the other shall become forthwith due and payable whether with or without demand. In addition, if the Agreement is terminated due to a breach by the Merchant of any provisions of the Agreement, the Merchant shall repay on demand the full payment of the Card/E-Wallet Transactions which the Bank has made to the Merchant in furtherance of the Agreement. Until full repayment by the Merchant of the sums owing to the Bank and all costs incurred in the enforcement of the Bank's rights under the Agreement (including legal costs on a solicitors' and clients' basis), the said sum and costs shall be a debt due by the Merchant and interest at the rate of 2% per month with monthly rests on the debt due shall accrue from the due date for payment until the date of full settlement. Further, all properties and equipment belonging to the Bank and all documents, papers, records, notices, etc, of relevance to the Agreement shall at the Merchant's expense, forthwith be returned by the Merchant to the Bank or dealt with by the Merchant in accordance with such instructions of the Bank. The Bank shall be entitled to charge the Merchant the full cost of those items mentioned herein which are not returned to the Bank or dealt with in accordance with the Bank's instructions. The Bank's rights in Clauses 15 and 17 shall survive the termination of the Agreement.

## 19. SUSPENSION NOTICE

- 19.1. Unless the Agreement is earlier terminated by the Bank pursuant to the provisions herein, the Bank may suspend the operations of the Agreement by service of notice on the Merchant ("the Suspension Notice"). Upon notification of the Suspension Notice the Merchant shall cease to accept the Card/E-Wallet for any transaction.
- 19.2. Should the Suspension Notice be not revoked by the Bank within seven (7) Business Days from the date of the Suspension Notice, termination of the Agreement shall follow on the expiry of the seven (7) Business Days without further notice from the Bank.
- 19.3. The Bank shall not be bound to give the Merchant the reason or reasons for the service of the aforesaid Suspension Notice nor shall the Bank be liable to indemnify the Merchant for any loss, cost or damage which may be suffered by the Merchant arising from the service of the Suspension Notice.

## 20. WAIVER

- 20.1. Any neglect, forbearance or indulgence on the part of the Bank in exercising its rights herein shall in no way be deemed a waiver implied or otherwise as to such rights of the Bank.

## 21. MARKETING AND PROMOTIONAL MATERIALS

- 21.1. 20.1 The Merchant shall display or exhibit materials of a marketing or promotional value relating to the Card/E-Wallet at a desired place of its

business or a prominent place therein as directed by the Bank to inform the public that the Card/E-Wallet will be honoured at the Merchant's premises, place of business or its outlets. Such materials shall continue to be displayed or exhibited for such period of time as the Bank may direct or determine. The Merchant shall not make any statement or cause or permit to be done anything that may damage any of the Bank's, MasterCard Worldwide's, VISA International's, Tencent's, Tenpay's and any relevant E-Wallet Issuer's trademarks, logos, names and other intellectual property rights owned by or licensed to the Bank or indicate or imply that the Bank, MasterCard Worldwide, Visa International, Tencent, Tenpay or any relevant E-Wallet Issuer endorses any goods or services offered by the Merchant.

- 21.2. Should it be deemed necessary for the Merchant to contribute payment in part or in whole towards the cost or expense of producing such marketing or promotional materials, the Merchant shall be consulted before production of the same is authorised by the Bank.
- 21.3. The Merchant authorises the Bank to include or to withdraw with or without notice the Merchant's name in any directory or promotional material for the purposes of marketing the goods and/or services or services connected with or related to the Agreement.
- 21.4. The Merchant agrees to obtain the approval of the Bank in writing prior to the display and publication of any advertising or promotional material in relation to the Card/E-Wallet and/or containing or having reference to the name and/or emblem of the Bank or other Card/E-Wallet issuers or relating to MasterCard, VISA, Tencent, Tenpay or any relevant E-Wallet Issuer.
- 21.5. The Merchant shall use its best endeavours to promote the use of the Card/E-Wallet and to render its cooperation to the Bank and the Cardholder in connection with the use of the Card.
- 21.6. The Bank may from time to time implement activities or programmes relating to the Card/E-Wallet (including but not limited to loyalty programmes) and the Merchant shall, upon being notified by the Bank of any promotion, endeavour to participate in such promotion activities and programmes upon the terms and conditions upon agreed upon with the Bank.

## **22. CONFIDENTIALITY**

- 22.1. The Merchant shall not publish or disclose any information concerning the Agreement and the business and affairs of the Bank which it has obtained as a result of the discussion leading up to or entering into the Agreement to any other person without the PRIOR written consent of the Bank and shall not sell, purchase, provide, disclose or exchange information regarding any particulars of the Cardholder(s) or E-Wallet Holder(s), the Card and/or Debit Card account number(s) of the Cardholder(s) or the particulars of the E-Wallet and the Card/E-Wallet Transactions whether in the form of Sales Slip/Terminal Receipt and/or Authorisation Forms (or carbon copies of the same), mailing lists, tapes or other media obtained by reason of transaction(s) with the Cardholder(s)/E-Wallet Holder and/or the Bank.
- 22.2. The Merchant shall be responsible to keep the confidentiality and security of the PIN and shall keep strictly confidential any information it obtains under the Agreement regardless of whether it is related to the Bank, the Cardholder, the E-Wallet Holder or any other party. The Merchant is prohibited from storing any data containing Card and Cardholder information or E-Wallet and E-Wallet Holder information for any other use. The Merchant shall immediately notify the Bank if the Card/E-Wallet and/or Cardholder/E-Wallet Holder information and/or transaction data is accessed or retrieved by any unauthorised persons.
- 22.3. The Merchant shall be accountable and shall indemnify the Bank for any damages caused in relation to the use or release of information contrary to the provisions herein.
- 22.4. The Merchant shall keep all system, media and material containing particulars of the Cardholder(s)/E-Wallet Holder(s), the Card Account number(s) of the Cardholder(s), the E-Wallet particulars and the Card Transactions/E-Wallet Transactions, whether physical or electronic, in a secure manner so as to prevent access by or disclosure to any unauthorised persons.
- 22.5. The Merchant shall not copy, request or use any information regarding the Cardholder/E-Wallet Holder the Card, the E-Wallet and/or the Debit Card account and the Card/E-Wallet Transactions for any purpose that the Merchant knows or is reasonably expected to know to be fraudulent or for any purpose other than for the legitimate purpose as authorised by the Cardholder.
- 22.6. The Merchant undertakes to take all steps as shall from time to time be necessary to ensure compliance with the provisions contained in this Clause 22 by its employees, agents and sub-contractors and shall give full co-operation to the Bank and procure its employees and agents to co-operate on any fraud investigations. The Merchant's obligations in this Clause 22 shall survive the termination of the Agreement.

## **23. DISCLOSURE OF INFORMATION**

- 23.1. The Bank shall be entitled to disclose information concerning the Merchant to any agent or sub-contractor appointed or engaged by the Bank for any purpose in connection with or related to the Agreement and/or in connection with any Card or Debit Card products and/or the Mail Order and/or Telephone Order Transaction and/or Recurring Payment Transactions.
- 23.2. In amplification and not in derogation to Clause 23.1, the Bank may disclose to any person or entity and/or any other interested party information concerning the Merchant's account and any other information which may be necessary to facilitate the Mail Order and/or Telephone Order Transaction and/or Recurring Payment Transactions, the use of the Card, the processing of any information effected through the Mail Order and/or Telephone Order Transaction and/or Recurring Payment Transactions or the Card or for purposes of recovering of any moneys due and owing from the Merchant to the Bank.
- 23.3. The Merchant hereby represents and warrants that the Merchant has obtained the consent of all persons named in the Merchant's application for the account or such other document submitted to the Bank in support of such application and/or their authorised representatives, including but not limited to the Merchant's directors, shareholders, authorised signatories or such other persons as specified by the Bank ("Relevant Data Subject"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Policy as may be amended from time to time.
- 23.4. The Merchant shall not, at all times, disclose confidential information acquired in consequence of the Agreement, either relating to any of the party or the Cardholder, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisors where requested by regulatory agencies.
- 23.5. Notwithstanding anything stated in the Agreement, during the term of the Agreement and at all times thereafter, the Merchant agrees and undertakes not to give, produce, divulge, reveal, publish or otherwise disclose, to any person, or make a record for any person of, any



information and/or document whatsoever relating to the affairs or accounts of the Bank and/or any of the Bank's customers.

23.6. Notwithstanding anything stated in the Agreement, in addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Merchant irrevocably authorises and permits the Bank, its officers and employees to disclose and furnish all information concerning the Agreement, present and future accounts of the Merchant and any other matters relating to the Merchant or its business and operations to :

- (a) any relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
- (b) any current or future corporation which may be associated or related with the Bank (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives;
- (c) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder;
- (d) the Bank 's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies;
- (e) any bank or financial institution or MasterCard Worldwide or Visa International and member institutions of MasterCard Worldwide, or Visa International or any Card company or Tencent or Tenpay or any relevant E-Wallet Issuer; and
- (f) any person the Bank deems fit if on a need to know basis.

The Merchant hereby irrevocably consents to such disclosure and confirms that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with the Agreement.

23.7. The obligation of each of the parties in the Agreement shall survive the termination of the Agreement but shall cease to apply to any information coming into the public domain otherwise than by breach by either party of its obligations arising out of the Agreement.

#### **24. NON-RESPONSIBILITY OF THE BANK**

24.1. The Bank shall not be responsible or held liable in any way whatsoever to the Merchant for any loss, damage, inconvenience or embarrassment suffered by the Merchant by reason of any delay in the performance or non-performance of any of the obligations of the Bank herein due to any causes beyond the reasonable control of the Bank including but not limited to causes such as the suspension or withdrawal by Bank Negara Malaysia, MasterCard Worldwide and/or Visa International and/or Tencent and/or Tenpay and/or any relevant E-Wallet Issuer or any relevant authority of the licence required for carrying on any part of the Bank's business, alterations to conditions of such licence, or the imposition of new conditions on such licence, force majeure, industrial disputes, strikes, power failure, failure or malfunction of any Manual Imprinter or POS Terminal /MPOS or PIN Pad error contributed to the computer systems and applications employed by the Bank or circumstances beyond the reasonable control of the Bank, its employees, agents or sub-contractors, computer, electronic or electrical system failure, malfunction or breakdown or the interruption, non-supply of electricity or power for any length of time.

24.2. The Bank shall not be responsible to the Cardholder/E-Wallet Holder in any way or manner whatsoever for any goods and/or services supplied by the Merchant, which shall in this instance be the sole responsibility of the Merchant.

#### **25. GOVERNING LAW AND JURISDICTION**

25.1. The Agreement shall be governed by and construed in accordance with the laws of Malaysia no matter where the transaction takes place and the Merchant hereby irrevocably submits to the jurisdiction of the Malaysian courts and waives any objection to proceeding instituted in any other courts by the Bank on the ground of venue or that such proceedings have been brought in an inconvenient forum.

#### **26. AMALGAMATION AND RECONSTRUCTION**

26.1. The liabilities and/or obligations created by the Agreement shall continue to be valid and binding on the personal representatives, heirs, successors-in-title of the Merchant and the successors-in-title and assigns of the Bank. The Merchant undertakes to immediately notify the Bank by notice in writing within fourteen (14) days of any changes in the ownership, name, style, constitution or composition of the Merchant whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstruction or otherwise and the Merchant hereby agrees that the Agreement shall endure for all intents and purposes as if the resulting firm, company or concern had been named in the Agreement.

#### **27. SEVERANCE**

27.1. Each of the clauses of the Agreement is severable and distinct from one another and if any one or more of the clauses of the Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of the Agreement shall not thereby be affected or impaired in any way.

#### **28. TIME**

28.1. Time wherever mentioned shall be the essence of the Agreement.

#### **29. ASSIGNMENT**

29.1. The Merchant shall not transfer, assign, mortgage, charge or pledge the Agreement or its rights there under or any part thereof without first obtaining the consent of the Bank in writing and complying with such conditions as may be imposed by the Bank. Any assignment or transfer of such rights by the Merchant without the prior written approval of the Bank shall be null and of no effect.

29.2. The Bank shall be at liberty at any time, without the concurrence of the Merchant, to assign or transfer all or any of its rights entitlements and

benefits of the Agreement to such person or corporation at its own costs and expense and upon such assignment or transfer, the assignee or transferee shall assume and be entitled to all the rights, entitlements and benefits comprised in the Agreement as if the assignee or transferee had been a party to the Agreement in place of the Bank.

### **30. SUCCESSORS BOUND**

30.1. The Agreement shall be binding upon the heirs, personal representatives, permitted assigns and successors-in-title of the Merchant and on the successors-in-title and assigns of the Bank.

### **31. CONFLICT IN INTERPRETATION**

31.1. In the event of any conflict in the interpretation of the Agreement and any translation of it in any language, the English version of the Agreement shall prevail.

### **32. VARIATION/AMENDMENT**

32.1. The Bank may, at any time in its discretion and upon written notice to the Merchant, vary, modify, add to or delete the terms and conditions of the Agreement and notify the Merchant in such manner as it may deem fit of such changes and the effective date of such changes and the Merchant shall be bound by such changes from such date.

### **33. DISPUTES BETWEEN THE CARDHOLDER AND THE MERCHANT**

33.1. The Merchant shall comply with all legal requirements imposed on it in regard to the -Agreement. Any disputes between the Merchant and the Cardholder shall obligate the Merchant to resolve such disputes amicably and promptly with the Cardholder.

### **34. MISCELLANEOUS**

34.1. Nothing in the -Agreement shall be construed as establishing or creating a relationship of master and servant or principal and agent nor shall it constitute a partnership between the Merchant and the Bank.

34.2. The Merchant hereby agrees to pay legal fees, on a solicitor and client basis and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement under the Agreement on a full indemnity basis. The Merchant further undertakes to immediately pay all costs and expenses incurred or imposed by the Bank as a result of any non-compliance by the Merchant of any terms of the Agreement.

34.3. The Merchant shall observe and perform all obligations under its contract with the Cardholder including but not limited to the nature, quality and delivery of goods and services contracted to be sold and supplied to the Cardholder.

34.4. In addition to the provisions herein contained, the Merchant is deemed to have notice of and hereby covenants to at all times observe the security measures, guidelines and procedures on the acceptance of the Card/E-Wallet as instructed and required by the Bank, MasterCard Worldwide, Visa International, Tencent, Tenpay, any relevant E-Wallet Issuer or other relevant authorities from time to time.

34.5. Notwithstanding any provisions contained in the Agreement, the Merchant hereby agrees to keep the Bank fully indemnified at all times from and against all claims, demands, actions, proceedings, loss, damage, costs, fees, fines, penalties and expenses (including legal costs on a Solicitor and Client basis) and all liabilities of whatsoever nature or description which may be taken or incurred or suffered by the Bank in connection with or in any manner arising from any breach of warranty and/or covenant as specified in the -Agreement by the Merchant or for the enforcement of the terms of the Agreement by the Bank.

34.6. Without prejudice to any provisions contained in the Agreement, the Merchant shall forthwith notify the Bank in writing of any potential or intended change of business ownership of its establishment and/or change of its nature of business or industry and seek the Bank's consent to such potential or intended change failing which the Merchant shall be subjected to chargeback (Clause 15) and penalty imposed by MasterCard Worldwide, Visa International or other relevant authorities or termination of the Agreement.

34.7. Without derogating from any provisions in the Agreement, the Merchant shall, at all times maintain in good order and keep in safe custody all Sales Slip/Terminal receipt/E-Wallet Transaction Invoice, Credit Slip, Manual Imprinter and/or POS Terminal/MPOS supplied by the Bank which shall remain the Bank's property, and shall return all such Sales Slip/Terminal Receipt, Credit Slip, Manual Imprinter and/or POS Terminal/MPOS at any time requested by the Bank. The Bank shall be entitled to charge the Merchant the full cost of those items mentioned herein which are not returned to the Bank within fourteen (14) days of the notice to the Merchant.

34.8. All references to MasterCard Worldwide and Visa International wherever appearing in the Merchant Agreement shall be deemed to include a reference to UPI.

#### **34.9. Goods and Service Tax**

(a) For the purpose of this Clause :

"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

(b) The fees and charges and all other monies to be paid by Merchant to the Bank under the Agreement, including any amount representing reimbursements to be paid by Merchant to the Bank, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

(c) In the event Merchant is required by law to make any deduction or withholding from the fee and charges and/or all other monies payable to the Bank under the Agreement in respect of any Tax or otherwise, the sum payable by Merchant in respect of which the

deduction or withholding is required shall be increased so that the net fees and charges and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made.

- (d) The Merchant shall in addition to the fees and charges and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Merchant directly to any Appropriate Authority, which the Merchant shall remit directly to the Appropriate Authority.
- (e) If at any time an adjustment is made or required to be made between the Bank and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with the Agreement by the Bank, a corresponding adjustment may at the Bank's discretion be made as between the Bank and Merchant and in such event, any payment necessary to give effect to the adjustment shall be made.
- (f) All Tax as shall be payable by the Merchant to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- (g) The Merchant hereby agrees to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in the Agreement, the Merchant agrees to provide its fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.
- (h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in the Agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

#### 34.10. PCI-DSS/PA-DSS Compliance

- (a) The Merchant shall abide by and cause any of its associated service providers to abide by the PCI-DSS and PA-DSS guidelines issued by the PCI-DSS council or Card associations. The Merchant must ensure and cause any of its associated service providers to ensure that at all times, there is non-storage of Prohibited Data AND to be PCI-DSS and PA-DSS compliant at all times.
- (b) Any compliance exercise (including but not limited to self-assessment questionnaires, onsite reviews by qualified security assessor, or network scans by approved scanning vendor, & compliance status reports) as and when deemed necessary for the Merchant and any of its associated service providers by the PCI-DSS council or Card associations will be undertaken accordingly and paid for fully by the Merchant.

The Merchant shall be fully liable for and to indemnify the Bank on demand against any and all legal action, losses, fines, disputes, fees, penalties, damages and expenses resulting from the non-compliance of Clause 34.10 (a) and (b) above. The Merchant shall fully bear all financial and legal charges thereto. The Merchant agrees that it is the Merchant's obligation to ensure compliance of Clause 34.10 by any of its associated service providers and the Merchant shall be responsible for any breach thereof by its associated service providers and undertake to indemnify the Bank for any legal action, financial and legal charges resulting thereto.

- (c) The Merchant may only store the following information :
  - (i) Card number
  - (ii) Cardholder's name
  - (iii) Card expiry date

If the Merchant decides to store the Card number, it is the Merchant's obligation to ensure security and protection by using encryption or other methodologies that precludes unauthorised individuals from deciphering the Card number.

Under no circumstances may the Merchant and/or any of its associated service providers store the Prohibited Data.

- (d) The Merchant must ensure that the Merchant's business, and any service provider who participates in the processing, transmission or storage of Card/E-Wallet payment details on behalf of the Merchant's business, fully complies with the PCI-DSS and completes the validation requirements compatible with their level.
- (e) The Merchant must ensure that the Merchant business and any service provider who, participates in the processing, transmitting, or storage of Card/E-Wallet information for the Merchant's business on the Merchant's behalf, fully complies with the PCI-DSS requirements. Upon request, the Merchant must disclose details of any service providers who facilitate transactions on the Merchant's behalf to the Bank.
- (f) Upon suspected or known compromise on the Merchant system, or that of any service provider who has access to, processes, transmits or stores Card/E-Wallet payment details. The Merchant must immediately:
  - (i) Identify the cause of the event and immediately notify the Bank
  - (ii) Isolate or unplug any affected systems from all networks involved in the Services
  - (iii) Cease installing or making any changes to software related to the Services
  - (iv) Tighten security controls pertaining to all networks relating to the Services
  - (v) Implement and follow the data compromise response procedures
  - (vi) Maintain a rigorous audit trail of all actions taken to isolate and rectify the event
  - (vii) Commence calculating the gross potential exposure that may arise from such event and notify the Bank in writing of the results of such calculations as soon as possible, but within a 24 hour period
- (g) The Merchant must ensure that any software or hardware the Merchant purchases, creates or otherwise utilises for the purpose of selling goods and/or services online does not retain its original password before employing it for the acceptance of credit Cards/E-Wallet. The Merchant must also ensure that all passwords are changed on a regular basis.

- (h) The Merchant will indemnify the Bank on demand against all losses, expenses and damages the Bank may suffer (including but not limited to):
- (i) as a result of the Merchant's failure to observe the Merchant's obligations under the Agreement including any procedures as may be notified from time to time
  - (ii) as a result of MasterCard International, Visa International, Tencent, Tenpay, any relevant E-Wallet Issuer or other Card associations imposing fees, fines or penalties on the Bank as a direct or indirect result of the Merchant's failure to observe the Merchant's obligations under the Agreement, including any procedures as may be notified from time to time;
  - (iii) arising out of any dispute between the Merchant and a Cardholder/E-Wallet Holder;
  - (iv) as a result of any error, negligence or fraud relating to a transaction by the Merchant, the Merchant's servants, agents, employees or contractors;
  - (v) arising out of any damage to, or loss of the terminals the Bank supply due to the Merchant, or the Merchant employees' neglect or misuse; or
  - (vi) arising out of any dispute between the Merchant and the terminal supplier;
  - (vii) as a result of any fees, fines or penalties that the Bank is required to pay pursuant to the rules, by-laws or regulations of any Card associations that the Bank is a member of or participates in, as a direct or indirect result of the Merchant's failure to observe any of the procedures, requirements or obligations required to be complied with by the Merchant under any systems used in providing the Services.
- (i) If the Merchant company has suffered a data compromise, the Merchant will have to give the Bank and its agents full access to the Merchant's systems and databases to facilitate a forensic analysis to ascertain:
- (i) What Card/E-Wallet data has been compromised;
  - (ii) What weaknesses in the system permitted the unauthorised access to the data base; and
  - (iii) Whether Card/E-Wallet data was created, deleted, altered, copied or manipulate in any manner

If the Merchant uses the services of an external service provider, the Merchant will have to ensure that the Bank and its agents are given full access to necessary outsourced components such as data bases, web hosting systems, etc.

All costs of the forensic analysis will be passed on to the Merchant.

In order to continue processing Card/E-Wallet Transactions, the Merchant will have to undergo a full PCI-DSS validation. All costs of this validation exercise will be borne by the Merchant.

- (j) PCI-DSS validation program
- (i) The Merchant is required to complete the PCI-DSS validation program within 1 month of being granted the merchant facility, or within 1 month of the Bank's notification to the Merchant to comply with the requirement.
  - (ii) Non completion of the PCI-DSS validation program will place the merchant facility in the non-compliant status. This non-compliant status will attract non-compliance fines from the Card associations which will be passed on to the Merchant.
  - (iii) In the event that the Merchant organisation suffers a Card data compromise incident and the Merchant have not complied with the PCI-DSS validation program, any penalties levied by the Card associations will be borne by the Merchant.
  - (iv) All costs in relation to completion of the PCI-DSS validation program will be borne by the Merchant.
- (k) Consent to share information
- (i) The Merchant gives consent to the Bank sharing details of a suspected and/or confirmed data compromise to law enforcement agencies, Card associations, E-Wallet Issuer and other parties at the Bank's discretion. This consent is irrevocable and enduring.
  - (ii) The Bank is obliged to report all data compromise events to Card associations, law enforcement agencies and/or other government regulators. The Merchant understands this obligation and grants irrevocable and enduring consent for the Bank to release details of the compromise to the aforementioned bodies.
  - (iii) The Merchant shall grant the Bank the enduring right to contact all services providers that enable the Merchant to acquire Card/E-Wallet Transactions. This clause is limited to the purpose of determining the extent of a data compromise, evaluating remedies to that data compromise and assessing the Merchant level of compliance with PCI-DSS.

#### 34.11. Compliance

- (a) The Merchant shall fully comply and cause any of its associated service providers to fully comply with any compliance required by the Card/E-Wallet associations (including but not limited to Visa International, MasterCard International, Tencent, Tenpay, any relevant E-Wallet Issuer), Malaysian governing authorities (including but not limited to Bank Negara Malaysia & Malaysian Communications and Multimedia Commission) as well as global governing bodies (including but not limited to Payment Card Industry Standard Council)
- (b) Any compliance exercise deemed necessary by the Card/E-Wallet associations (including but not limited to Visa International, MasterCard International, Tencent, Tenpay, any relevant E-Wallet Issuer), Malaysian governing authorities (including but not limited to Bank Negara Malaysia & Malaysian Communications and Multimedia Commission) as well as global governing bodies (including but not limited to Payment Card Industry Standard Council) shall be undertaken accordingly and paid for fully by the Merchant.
- (c) The Merchant shall be fully liable for and to indemnify the Bank on demand against any and all legal action, losses, fines, disputes, fees, penalties, damages and expenses resulting from the non-compliance of Clause 34.11 (a) and (b) above. The Merchant shall fully bear all financial and legal charges thereto. The Merchant agrees that it is the Merchant's obligation to ensure compliance of Clause 34.11 by any of its associated service providers and the Merchant shall be responsible for any breach thereof by its associated service providers and undertake to indemnify the Bank for any legal action, financial and legal charges resulting thereto.