



MERCHANT CARD SERVICE TERMS AND CONDITIONS

The terms and conditions of this Agreement govern your participation in the Maybank Merchant Service for all your locations which are approved by us. By signing the Merchant Application Form and/or the Letter of Offer issued by Maybank, you agree to accept the payments made using Cards/E-Wallet in accordance with the terms and conditions of this Agreement at all your locations which have been approved by us. You further agree to comply with and be bound by, our Operating Policies and Procedures as notified to you which may be amended from time to time.

To demonstrate your agreement with the terms and conditions of this Agreement and, consequently make them legally binding between you and us, simply commence the acceptance of the payments made for goods or services using Cards/E-Wallet at any of your locations.

If you do not accept the terms and conditions of this Agreement, you should not accept the payments made using Cards/E-Wallet and/or submit any Card transactions/E-Wallet Transactions to us and must notify us immediately plus return all MBB materials and Terminals to us.

To ensure the Merchant Service are made available at all your locations, present and future, you agree to provide us with a list containing the trading name and location addresses along with the photograph of the business premises, license & signage.

1. DEFINITIONS

Now it is hereby agreed as follows:

This expression...	Means...
“Agreement”	Collectively, the Merchant Application Form and/or the Letter of Offer, these Merchant Card Service Terms And Conditions, the Electronic Data Capture (EDC) Terms And Conditions (if applicable), the Payment Card Industry Data Security Standard (PCIDSS) Terms And Conditions (if applicable), the Special Terms And Conditions (Applicable for Lodging and Car Rental Segment) (if applicable), The American Express Corporate Purchasing Solution (CPS) Terms And Conditions (if applicable), the Special Terms And Conditions for MyDebit Services (if applicable) and addenda (if any).
“American Express”	Malayan Banking Berhad (Company Registration No. 196001000142), which is an independent operator (“independent operator” of the American Express International, Inc business in Malaysia);
“Application”	The Merchant Application Form that you have completed and submitted to us to participate in the Maybank Merchant Service.
“Authorisation”	The process of obtaining an authorization from MBB for a transaction which usually identified with an alpha numeric/ numeric code prior to completion of the transaction in which a Card/E-Wallet is being utilized.
“Business Day”	Any day on which MBB is opened for business in Kuala Lumpur.
“Cardholder”	Any person authorized by any Issuer to enjoy the Cards facilities.
“Cards”	Credit Cards, Charge Cards, Debit Cards, Prepaid Cards and/or any other Cards issued in either a physical card form or virtual/non-physical form (electronic wallet form) by an Issuer from time to time.
“Charges”	Transactions which include purchases and/or payments which Cardholder/E-Wallet User approves, authorize and/or make with the Cards that was issued to him/her by an Issuer or with his E-Wallet.
“Charge Card”	A validly issued and unexpired charge card of American Express bearing the American Express name/trademark/service mark/logo and may include charge cards duly authorized by MBB bearing magnetic stripe features and/or embedded with the EMV compliant chip.
“Contactless Payment”	The Credit Card/Debit Card/Prepaid Card issued by any commercial banks which is capable of Contactless Payment System transactions and any other form factor i.e. mobile.
“Contactless Reader”	A device used for the purpose of completing a sales transaction when Cardholder wave or tap the Contactless Card on it.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

This expression...	Means...
“Credit Card”	A validly issued and unexpired credit card of VISA/MasterCard/American Express/JCB/UnionPay bearing the VISA Card Program Marks or MasterCard Programme Marks or the American Express name/trademark/service mark/logo or JCB International Marks or that of Union Pay International, which the cardholder allows/authorize to draw/debit his/her card transaction amount from his/her account to which the Issuer has granted/approved a line of credit and may include new credit cards duly authorized for acceptance by MBB.
“Credit Voucher”	The relevant slips, forms or papers authorized and submitted by the Merchant for the purpose of charging the Merchant's account and crediting a Cardholder's account with the Issuer for the amount shown thereon.
“Debit Card”	A validly issued debit card under the payment card brand of MyDebit, Visa Debit, MasterCard Debit, American Express Debit JCB Debit or UnionPay Debit which the cardholder allows/authorize to draw/debit his/her card transaction amount from his/her deposit based savings/current/cheque account maintained with the bank or financial institution which issued the debit card to the cardholder and shall include new debit cards duly authorized for acceptance by MBB and current accounts and saving accounts from which drawings and debits are authorized to be made.
“Direct Credit Payment Service”	Reimbursement payment transactions which MBB shall make to the Merchant for Charges which the Merchant has accepted, less the Merchant Discount/Merchant Fee, and which will be transmitted directly to your account with MBB or any other bank or financial services institution that you designate for this purpose, so long as the account holding institution participates in an electronic banking system accessible to us.
“Dynamic QR Code”	A unique and changeable code that can be produced by either the Merchant or the Cardholder/E-Wallet User which has the Merchant's or the Cardholder's/E-Wallet User's account details and transaction information embedded within the code. The Dynamic QR Code can only be scanned once. The Cardholder/E-Wallet User does not need to enter the amount when making payment using the Dynamic QR Code.
“e-Commerce”	Electronic Commerce is the exchange of goods and services for payment made between the Cardholder and Merchant when all of the transactions are performed via electronic communications.
“E-Wallet”	A virtual wallet in the form of a mobile device application or website application used similarly to a real wallet to allow its registered users to purchase products and services using preloaded money or stored Cards in the wallet, which duly authorized for acceptance by MBB as stated in the Letter of Offer.
“E-Wallet Account”	An account allocated to an E-Wallet User upon completion of registration at the respective E-Wallet Operator's designated website or software application on a mobile device for the purpose of payment and collection between the respective E-Wallet Operator and the applicable E-Wallet User.
“E-Wallet Operator”	The owner of a E-Wallet Platform.
“E-Wallet Platform”	The payment processing system developed by the E-Wallet Operator in which a E-Wallet software application operates or resides.
“E-Wallet Transaction”	Any payment transaction performed through the E-Wallet Platform with the Merchant and includes payments made to the Merchant from the E-Wallet User's E-Wallet Account.
“E-Wallet User”	An individual end-user who has a E-Wallet Account.
“Full Recourse”	Our right to payment from you of the full amount of the Charge as set out in the terms and conditions of this Agreement.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

This expression...	Means...
“Issuer”	Any bank or financial institution who are members of MasterCard International or Visa International or American Express Travel Related Services Company Inc., or JCB International or Union Pay International (UPI) Marks or other organization or institution who are authorized to issue Cards to which MBB is a member or any bank or financial institution who are authorized by Bank Negara Malaysia to issue MyDebit card.
“Letter of Offer”	The letter(s) of offer in respect of this Agreement which was issued by MBB and duly accepted by the Merchant from time to time which letter(s) shall be an integral part of this Agreement.
“Maybank” “MBB” “the Bank” “we” “us” “our”	Malayan Banking Berhad (Company Registration No. 196001000142), having its registered address at 14 th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.
“Merchant” “you” “your”	Any retailer or other person, firm or corporation, its employees, servants or agents which pursuant to this Maybank Merchant Agreement agrees to accept or cause its offices, outlets and locations in Malaysia to accept Cards and/or E-Wallet when properly presented.
“Merchant Discount” “Merchant Fee”	Fee chargeable by MBB to the Merchant at the agreed rate in percentage of the value of the Cards’ transactions/E-Wallet Transactions or a fixed transaction fee per card transaction/E-Wallet Transaction as further described in the Letter of Offer.
“Merchant Number”	The unique identification number assigned by MBB to the Merchant under the terms of this Agreement for each of the Payment Acceptance Facilities or/and outlets as the case may be as further mentioned in the Letter of Offer and/or Application.
“Merchant Service”	The Maybank Merchant Service.
“Payment Acceptance Facilities”	Payment Acceptance facilities granted by MBB to the Merchant under the terms of this Agreement and further described in the Letter Of Offer may include any or all of the following :-
(a) “Card-Present transaction”	Card payment transaction performed through the use of Terminals in the physical presence of the cardholder and his/her valid Card and includes contact or contactless card transactions.
(b) “Card-Not-Present transaction”	Card payment transaction performed without the presence of the cardholder and/or his/her card and includes any combination or all of the following type of card acceptance transactions via mail or telephone order, auto-billing or recurring payment service or e-Commerce or mobile-commerce.
(c) “QR Code Transaction”	Any payment transaction effected with the Merchant using Cards or E-Wallet through QR Codes.
“Payment Plan(s)”	The merchant payment plan(s) described in Clause 5.5.
“PayNet”	Means Payments Network Malaysia Sdn. Bhd. (Company Registration No. 200801035403).
“PIN”	The Personal Identification Number is a number/code which an Issuer has securely generated and issued to the Cardholder or which the Cardholder has subsequently changed to a number/code of his/her preference. The PIN shall be used to authenticate the identity of a Cardholder and to authorise a transaction when such a requirement is displayed or requested to complete a card payment transaction.
“Pin Pad”	A device which is connected or is part of the EDC Terminal where the Cardholder authorizes and complete the transaction by entering his/her PIN on the Pin Pad.
“POS Transaction Acceptance”	A transaction performed at point-of-sales using a Terminal.

MERCHANT CARD SERVICE TERMS AND CONDITIONS

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“Prepaid Card”	A validly issued and unexpired payment card of VISA/MasterCard/American Express/JCB/UnionPay bearing the VISA Card Program Marks or MasterCard Programme Marks or the American Express name/trademark/service mark/logo or JCB International Marks or that of Union Pay International, which the cardholder allows/authorize to draw/debit his/her card transaction amount from his/her electronic stored value card account to which the Cardholder has earlier funded by depositing monies and may include new prepaid cards duly authorized for acceptance by MBB.
“QR Codes”	Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes, Static QR Code) and Dynamic QR Code.
“Referral Response”	A response received at the Terminal during the Authorization process which requires the Merchant to contact MBB for further instructions before completing the transaction.
“Static QR Code”	A fixed and unchangeable code produced by the Merchant which only has the Merchant’s account details embedded within the code. Static QR Code can be scanned repeatedly. The Cardholder/E-Wallet User is required to enter the amount when making payment using Static QR Code.
“Settlement Function”	The procedures carried out via the Terminal for the purpose of transmitting data of Charges to the Bank to enable the Bank to make payment to the Merchant.
“Split Sales”	Merchant avoid obtaining a single Authorization by preparing two or more transaction receipt (splitting the transaction).
“Terminals”	Terminals and/or devices such as Contactless Card Readers, mobile POS, PIN Pads, QR Code reader/scanner/generator either integrated to the Terminal or as separate devices connected or operating independent to the Terminal provided they are approved by MBB to the Merchant to securely process Card payment transactions and/or E-Wallet Transactions (including QR Code Transactions).
“Transaction Slips”	Any or all of the following :-
(a) “Authorization Payment Form”	The relevant forms, notices or papers used in connection with Mail Order or/and Telephone Order transactions upon which Cardholder has in writing authorized the Merchant, MBB and Issuer to charge the amount contained thereon to the Cardholder’s Credit/Charge Card account with the Issuer.
(b) “Enrollment Form”	The relevant forms, notices or papers used in connection with the Auto-Billing or Recurring Payment Services upon which Cardholder has in writing authorized the Merchant, MBB and the Issuer to charge the amount contained thereon to the Cardholder’s Credit/Charge Card account with the Issuer.
(c) “Sales Slip”	The relevant charge slip which are either printed or generated electronically & transmitted via e-mail or SMS to the Cardholder/E-Wallet User after the completion of each transaction arising from the use of Terminal or QR Code Transactions or e & m-Commerce transaction, evidencing payment made for the purchase of the goods or services by the Cardholder/E-Wallet Users through the use of the Cards to be charged to the Cardholder’s account or the use of the E-Wallet to be charged to the E-Wallet User’s E-Wallet Account.

2. FACILITY

2.1 Honouring The Cards/E-Wallet

- 2.1.1 The Merchant agrees and confirms that it shall permit and accept payment by the Cardholders/E-Wallet Users using any of the Cards/E-Wallets as authorized by MBB pursuant to the terms and conditions of this Agreement and as stated in the Letter of Offer.
- 2.1.2 The Merchant agrees and confirms with MBB that it shall honour without discrimination Cards/E-Wallets when properly presented to it as means of payment from Cardholder/E-Wallet User and shall not discriminate among Cardholders/E-Wallet Users seeking to make purchases of the Merchant’s goods and/or services at the Merchant’s premises or from the Merchant through the use of Cards/E-Wallets.
- 2.1.3 The Merchant agrees not to charge Cardholder/E-Wallet User any additional fees, increase your price or otherwise discriminate against the Cards/E-Wallets or Cardholder/E-Wallet Users, and, if you do, we reserve the right to recover any such amount from you.
- 2.1.4 The Merchant will honour the Cards/E-Wallets and will not attempt to impose any restrictions or conditions on the use or acceptance of the Cards/E-Wallets.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

2.2 Payment Acceptance Facility

The Merchant hereby agrees to accept payment made by Cardholders/E-Wallet Users through the use of Cards/E-Wallets via the Payment Acceptance Facility granted by MBB to the Merchant under the terms of this Agreement as further described in the Letter Of Offer.

3. COMPLETION OF TRANSACTION

3.1 Card-Present Transactions

3.1.1 The Merchant shall ensure that the following acceptance procedures are strictly observed and complied with for Card-Present transactions:-

- (a) The Merchant shall process all Card-Present transactions irrespective of the amount and are processed using the Terminal(s) provided by MBB. Only approved Card transactions shall be regarded as Card payment completed. The Merchant shall not proceed further if the Card transaction is not approved.
- (b) PIN based Card transaction
Card payment transactions that require a Personal Identification Number (PIN) to be keyed on the terminals or PIN Pads requires a very high level of security from your end to ensure your customers are able to key in the PIN with the full confidence that there are no risk to the PIN being copied/captured/compromised.
Your business should therefore ensure the following are being complied and carried out at all times:
 - i. That you provide a proper space for the customer to key in the PIN with ease;
 - ii. That your cashier or the staff around the area, "LOOKS AWAY" when the customer enters their PIN;
 - iii. That your staff ensure the other customers/person stand at a reasonable distance away from and not "crowd around" the customer who is about to key in their PIN.
- (c) Signature based Transaction
The Merchant shall ensure that for Card payment transactions that requires signature, the signature of the Cardholder is obtained at the appropriate place on the Sales Slips and shall always compare to ascertain that such signature shall be identical to that appearing on the Cardholder's Card and if such identification is uncertain, or in the event of the signature differs or in the event the Merchant believes there to be a discrepancy in the signature, the Merchant shall contact MBB for instructions.
- (d) When a Card is presented to the Merchant for payment, in accepting and honouring the Card, the Merchant shall ensure that the following acceptance procedures are strictly observed and complied with:-
 - (i) The Merchant shall examine the VISA Card Program Marks or MasterCard Marks or American Express Marks or JCB Marks or MyDebit program Marks or Union Pay International (UPI) Marks or any other security or distinctive features of the Card;
 - (ii) The Merchant shall ensure that the Card so presented is valid and unexpired;
 - (iii) The Merchant shall ensure that the Card so presented have not been altered and mutilated.
- (e) Contactless card transaction
The Cardholder shall be allowed to tap their Contactless enabled Card/Mobile Contactless on the Contactless Reader to initiate processing of the payment transaction; and they shall not be required to hand their Card to the Merchant. The Merchant is not required to obtain the signature of the Cardholder on the Sales Slip for Contactless transaction that is at or below the Contactless Transaction Limit. The Cardholder's signature or the Cardholder's PIN is required to complete a Contactless transaction if the transaction amount exceeds the Contactless transaction limit.
- (f) The Merchant shall ensure that all the "Merchant Copy" of completed Sales Slips bear electronic imprint of the following information:
 - (i) the Card number which is masked - only display the first and last 4 digits;
 - (ii) the date of transaction(s);
 - (iii) the Authorization code;
 - (iv) the card transaction amount;
 - (v) the Merchant's name and business address;
 - (vi) whether a transaction is EMV chip card or magnetic stripe card;
 - (vii) The Application Identifier (AID); and
 - (viii) The Transaction Certificate (TC).
- (g) If required by the Cardholder, the Cardholder's copy of the completed Sales Slip should be given to the Cardholder.
- (h) For those EDC terminals which are owned by the Merchant, the Merchant shall take all necessary steps to ensure that the EDC terminals must be EMV chip compliant, the EMV software used must be in compliant to the Bank's prevailing standards and requirements and the back end host system must be able to process EMV data. The installation and upgrading of EDC and host to EMV compliant standard is at the expense and cost of the Merchant.

3.1.2 In the event that any Terminal malfunctions, breaks down or is disconnected and cannot process a Card transaction, the Merchant shall not accept Card until the Terminal is replaced or repaired and able to process Card transactions.

3.1.3 The Merchant shall perform the Settlement Function on a daily basis following the date of transaction to enable MBB to capture all the transactions so as to allow MBB to make payment to the Merchant as mutually agreed between MBB and the Merchant as further described in the Letter of Offer. Failure on the Merchant's part to perform or carry out the Settlement Function on a daily basis as stated above will result in penalty charges being imposed by the Card Association i.e. Visa International, MasterCard International, American Express Travel Related Services Company Inc., JCB International and China Unionpay Co. Ltd. In the event MBB becomes liable for such penalty charges and pays the same to Visa International, MasterCard International, American Express Travel Related Services Company Inc., JCB International and China Unionpay Co. Ltd, MBB reserves the right to deduct and set-off the said penalty charges from any amount due and payable to MBB to the Merchant under the terms of this Agreement.

3.1.4 Notwithstanding the above, where Card transactions are carried out by way of a QR Code Transaction, then the prevailing acceptance procedures regarding QR Code Transactions prescribed by MBB shall apply.

MERCHANT CARD SERVICE TERMS AND CONDITIONS

3.2 Mail Order & Telephone Order Transaction Acceptance

3.2.1 When a transaction is concluded by way of Mail Order or Telephone Order, in accepting and honouring the Credit /Charge Card, the Merchant shall ensure that the following acceptance procedures are strictly observed and complied with:-

- (a) In the event of Mail Order transaction, the Merchant shall ensure that the Authorization Payment Form presented by the Cardholder is legibly completed with the following :-
 - (i) the Cardholder's Credit/ Charge Card number and expiry date;
 - (ii) the transaction amount in Ringgit Malaysia (including applicable taxes);
 - (iii) the Cardholder's name, home/office address and home/office telephone number;
 - (iv) a description of goods sold or services rendered in detail sufficient to identify the transaction;
 - (v) the signature of the Cardholder.
- (b) In the event of Telephone Order transaction, the Merchant shall base on the information given directly from the Cardholder complete the Authorization Payment Form with the following:-
 - (i) the Cardholder's Credit/Charge Card number and expiry date;
 - (ii) the Cardholder's name, home/office address and home/office telephone number;
 - (iii) the transaction amount in Ringgit Malaysia (including applicable taxes);
 - (iv) a description of goods sold or services rendered in detail sufficient to identify the transaction.
- (c) The Merchant shall accept only the Credit/Charge Card that is within the validity period expressed by the Cardholder and unexpired;
- (d) In the event EDC Terminal is provided to the Merchant in connection with the Mail Order/Telephone Order Acceptance, the Merchant shall complete the Authorization and charging of the Cardholder's account via the used of the EDC Terminal. If no EDC Terminal is provided to the Merchant in connection with the Mail Order/Telephone Order Acceptance, the Merchant shall seek Authorization from MBB and shall write, type or print legibly the Authorization approval code evidencing any Authorization so obtained on the Authorization Payment Form before the completion of such transaction.
- (e) The Merchant shall retain proof that the Cardholder or the Cardholder's agent signed a carrier delivery receipt for merchandise delivered to the Cardholder's billing address or delivery address. You are responsible for ensuring delivery to the appropriate Cardholder's billing address or delivery address.
- (f) If the goods are to be collected by the Cardholder, the Credit/Charge Card must be presented by the Cardholder upon collection and all the provisions of Clause 3.1.1 (c) above, must be complied with; and
- (g) If a Cardholder notifies you or us of a dispute, complaint or query concerning a Charge made by Mail or Telephone Order and:
 - (i) the Cardholder has not signed a Mail Order form for the goods or services; or
 - (ii) you have not obtained a signed receipt confirming delivery of goods or services to the Cardholder's billing address;

then, in addition to any other rights we have under this Agreement, we are entitled to Full Recourse for the Charge. For the avoidance of doubt, we are entitled to Full Recourse whether or not we have given Authorization of the Charge.

3.2.2 Every Authorization Payment Forms shall be delivered directly by the Merchant to MBB not later than the third (3rd) Business Day following the date of the transaction for payment.

3.2.3 In the event of EDC Terminal is provided, the Merchant shall carry or perform a Settlement Function on a daily basis to enable MBB to capture all the transactions so as to allow MBB to make payment to the Merchant as mutually agreed between MBB and the Merchant as further described in the Letter Of Offer.

3.3 Auto-Billing Or Recurring Payment Services Transaction Acceptance

3.3.1 When a transaction is concluded by way of Auto-Billing or Recurring Payment Services, in accepting and honoring the Credit/Charge Card, the Merchant shall ensure that the following acceptance procedures are strictly observed and complied with :-

- (a) The Merchant shall ensure that the Enrollment Form presented by the Cardholder is legibly completed with the following:-
 - (i) the Cardholder's Credit/ Charge Card number and expiry date;
 - (ii) the Cardholder's name, home/office address and home/office telephone number;
 - (iii) a description of the service rendered or product sold;
 - (iv) the signature of the Cardholder.
- (b) The Merchant shall accept only the Credit/Charge Card that is within the validity period expressed by the Cardholder and unexpired.

3.3.2 Upon completion of the Enrollment Forms, the Merchant shall be entitled to present all the transactions in the form of computer magnetic tapes/diskette to MBB at agreed intervals for payment and charging of the Cardholder's account as further described in the Letter Of Offer.

3.3.3 All the charging to the Cardholder's Credit/Charge Card accounts under Auto-Billing or Recurring Payment Services shall be subject to the Authorization obtained from the respective Credit/Charge Card Issuers in which only transactions with the Authorization approval codes shall be paid by MBB to the Merchant.

3.4 QR Code Transactions

3.4.1 For each QR Code Transaction carried out with the Terminals, the Terminals will issue a confirmation of the Authorisation and generate a Sales Slip for the transaction.

3.4.2 If required by the Cardholder/E-Wallet User, the Cardholder's/E-Wallet User's copy of the completed Sales Slip should be given to the Cardholder/E-Wallet User.

3.4.3 For those EDC terminals which are owned by the Merchant, the Merchant shall take all necessary steps to ensure that the EDC terminals must be in compliant to the Bank's prevailing standards and requirements and the back end host system must be able to



MERCHANT CARD SERVICE TERMS AND CONDITIONS

process QR Code data. The installation and upgrading of EDC and host to be able to process QR Code data shall be at the expense and cost of the Merchant.

3.4.4 In the event that any Terminal malfunctions, breaks down or is disconnected and cannot process a QR Code Transaction, the Merchant shall not accept a QR Code Transaction until the Terminal is replaced or repaired and able to process QR Code Transactions.

4. TAXES

4.1 Unless otherwise expressly stated, any fees and all other sums payable or consideration to be provided under this Agreement are exclusive of any applicable taxes imposed by the government under the prevailing laws.

4.2 All payments or other amounts payable by MBB are to be paid after deduction or withholding as required by applicable law.

4.3 Any taxes or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by MBB on any expenses incurred or to be incurred by MBB (except where prohibited by law) shall be borne by the Merchant.

4.4 All other taxes, duties or government charges now or hereafter imposed or levied in connection with the services provided under this Agreement shall be borne by the Merchant.

4.5 The Merchant hereby agrees that MBB reserves the right to debit any of its account(s) with MBB or its subsidiaries for such taxes or levies payable by the Merchant. In the event such debiting causes the Merchant's banking account(s) to be overdrawn, interest at MBB or its subsidiaries' prevailing rate(s) shall be charged accordingly to the Merchant.

5. PAYMENT BY MBB

5.1 Upon completion of a Settlement Function or receipt of Transaction Slips by MBB (whichever is applicable), MBB shall pay to or credit the account of the Merchant with the value of each successful Card's transaction/E-Wallet Transaction less the Merchant Discount and/or Merchant Fee as prescribed in the Letter of Offer. The Parties further agree that the Merchant Discount rate and/or Merchant Fee may be revised from time to time.

5.2 The Merchant shall be informed by written notice of the Merchant Discount rate and/or Merchant Fee to be charged for new cards or new E-Wallet.

5.3 Upon receipt of payment from MBB, the Merchant shall reconcile their sales records against the report provided by MBB or any other Merchant's reconciliation methods. If discrepancies or non-receipt of payment on any of the transaction item is detected, MBB is to be notified of the same. Such notification is to be submitted to MBB within a period of seven (7) days following the transaction date.

5.4 Payment by MBB to the Merchant shall be subject to refusal or chargeback by MBB in accordance with Clause 6 hereof or withholding or refusal of payment under Clause 7.5.

5.5 We offer the following merchant Payment Plans (applicable only to American Express Card Charges, submitted by the Merchant) and you may choose any one for which you are eligible. Your initial choice must be marked on your Application Form but can be thereafter be changed with reasonable written notice to us (at least 15 business days). The Payment Plan you choose will affect your Merchant Discount rate, so please read these options carefully.

(i) **Two Day Payment Plan;**

Under this plan, payment for Charges submitted either under a properly completed Charge Summary Form or electronically through Electronic Data Capture Terminals will be transmitted directly to your business bank account on the second business day after we receive such Charges. To receive payments directly to your bank account, you must enroll in and be approved for the Direct Credit Payment Service.

(ii) **Three Day Payment Plan;**

Under this plan, payment for Charges submitted either under a properly completed Charge Summary or electronically through Electronic Data Capture Terminals will be mailed to you within three business days after we receive such Charges from you. There are no prerequisites for enrolment in this plan if you receive cheque payment. A fee of RM3.00 will be charged for each payment by cheque which we agree to make. The Bank reserves the right to impose any additional charges from time to time. Alternatively, you can elect to have payments for Charges transmitted directly to your business bank account on the third business day after we receive such Charges. To receive payments directly to your bank account, you must enroll in and be approved for the Direct Credit Payment Service.

(iii) **Weekly/Fourteen/Monthly Payment Plan;**

Under these plans, payment for Charges submitted either under a properly completed Charge Summary or electronically through Electronic Data Capture Terminals will be mailed to you within seven, fourteen and thirty calendar days, respectively after we receive such Charges from you. There are no prerequisites for enrolment in these plans if you receive cheque payment. A fee of RM3.00 will be charged for each payment by cheque which we agree to make. The Bank reserves the right to impose any additional charges from time to time. Alternatively, you can elect to have payments for Charges transmitted directly to your business bank account on the seventh, fourteenth and thirtieth calendar day, respectively after we receive such Charges. To receive payments directly to your bank account, you must enroll in and be approved for the Direct Credit Payment Service.

All our payments are subject to our right of full recourse. You shall not be entitled to receive payments for or on behalf of any third party.

5.6 Subject to the terms and conditions of this Agreement, for any payment due to the Merchant for any Cards other than American Express Card Charges as mentioned above, MBB shall pay or credit the account of the Merchant using any methods of payment that may be agreed between MBB and the Merchant on the next Business Day.

6. CHARGEBACK BY MBB

6.1 It is hereby expressly agreed that MBB shall be entitled to refuse payment to the Merchant or reject any Transaction Slips presented by the Merchant for payment or withhold payment on all or part of the amount of any transaction and further in the event where payment has been made by MBB to the Merchant, MBB may set-off against Merchant's sales proceed or debit the Merchant's banking account with MBB the relevant amount of whatever description and wherever located upon the occurrence of any of the following :-



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- (a) the transaction is incomplete and was or has been discovered to be illegal;
- (b) The Merchant has performed a late Settlement Function or late submission of Transaction Slips for payment to MBB as mentioned hereinbefore;
- (c) the value of the Sales Drafts exceeds the Authorized Floor Limit (unless otherwise authorized by MBB) or if the transaction is found to be a Split Sale;
- (d) the transaction is found to be a duplicate transaction;
- (e) credit or refund to a Cardholder/E-Wallet User has not been processed even though the Merchant has issued a Credit Voucher or credit note to the Cardholder/E-Wallet User for the return of goods sold, service canceled, adjustment made, or otherwise;
- (f) the Cardholder's signature on the Transaction Slips, is missing or differs from the specimen signature on the Card of the Cardholder;
- (g) the copy of the Transaction Slips presented to MBB for payment differs from Merchant's or Cardholder's/E-Wallet User's copy;
- (h) the entries on the Transaction Slips are incomplete or illegible;
- (i) the Card concerned is found to have expired or is invalid for any reason whatsoever;
- (j) the transaction is found to be one with a "Declined Authorization" i.e. where the Merchant has been previously notified by MBB in response to an Authorization request that the particular Card/E-Wallet Account is not to be honoured/accepted;
- (k) the Transaction Slips was prepared by use of a forged Card, or by other fraudulent means;
- (l) the transaction was not entered into nor authorized by the Cardholder/E-Wallet User;
- (m) the transaction involved is a cash disbursement, cash refund or cash payment which is without the approval from MBB ;
- (n) the Cardholder/E-Wallet User has lawfully repudiated or rescinded the contract with the Merchant and has declined payment on the Transaction Slips or any other charge form for any reason whatsoever;
- (o) the Merchant fails to fulfill MBB's request for transactions documents as stated in Clause 7.2.2 herein.
- (p) the Cardholder denies liability in respect of any transaction initiated or concluded by Mail Order or Telephone Order or Auto-Billing or Recurring Payment Services Transaction Acceptance irrelevant whether the Merchant has observed the terms and conditions of this Agreement or obtained an Authorization from MBB.
- (q) the transaction has been performed by the Merchant without using the correct Merchant Number provided by MBB as stated under Clause 7.8.2 herein;
- (r) the transaction has been performed by the Merchant using the Payment Acceptance Facility which is not granted to the Merchant under the terms of this Agreement;
- (s) the Merchant has failed to exercise or comply with the Card and/or QR Code Transaction acceptance procedures set out in Clause 3 hereinbefore and as a result MBB has suffered loss;
- (t) The Merchant is identified by VISA International or MasterCard International or American Express Travel Related Services Company Inc. or JCB International or China Unionpay Co. Ltd or the relevant E-Wallet Operator or suspected by MBB to be the Point-Of-Compromise (Compromising Customer Account).

6.2 Where the Merchant's ratio of Cards Fraud/Chargeback volume to total Cards sales volume exceeds the Cards Association's threshold, any Fraud/Chargeback transactions thereafter shall be eligible for Chargeback under Clause 6.1 above and subject to penalty fee imposed by Cards Association.

6.3 Notwithstanding the above mentioned clauses in the event of breach or any of the other provisions MBB reserves the right to terminate this Agreement, to refuse payment, to cause the Merchant to repay all payments whatsoever which have been made in the furtherance to this Agreement and all costs incurred in enforcing this Agreement.

7. SPECIAL CIRCUMSTANCES

7.1 Refund to the Cardholder/E-Wallet User

7.1.1 Refund to the Cardholder

- (a) Where an amount becomes owing by the Merchant to a Cardholder, whether for the return of merchandise, service cancelled, adjustment made or otherwise, the Merchant shall issue a Credit Voucher to MBB to the amount of credit in sufficient detail to identify the transaction as stated herein under Clause 7.1.1(b). The operations of this clause shall not in any way prejudice MBB's right under Clause 5.
- (b) The Credit Voucher shall be completed with the following:-
 - (i) the Card account number and name of the Cardholder;
 - (ii) the date of transaction(s);
 - (iii) the amount of credit in Ringgit Malaysia;
 - (iv) the Merchant's imprinted name, official stamp, address or place of business; and
 - (v) a description of the merchandise so returned, service canceled, adjustment made or otherwise.
 - (vi) authorized signatory of the Merchant.
- (c) The Merchant shall deliver the said Credit Vouchers to MBB within the third (3rd) Business Day following the date of issuance thereby authorizing MBB to credit the account of the Cardholder concerned and to debit the Merchant's account or set-off against the Merchant's sales proceed accordingly.

7.1.2 Refund to the E-Wallet User

- (a) Where an amount becomes owing by the Merchant to an E-Wallet User, whether for the return of merchandise, service cancelled, adjustment made or otherwise, the Merchant shall initiate a refund by scanning the QR Code in the Sales Slip. The operations of this clause shall not in any way prejudice MBB's right under Clause 5.
- (b) The Merchant shall submit a request for refund in writing to MBB within thirty (30) days following the date of initiation of refund as stated in Clause 7.1.2(a) thereby authorizing MBB:
 - (i) to request the E-Wallet Operator to credit the E-Wallet Account of the E-Wallet User concerned; and

MERCHANT CARD SERVICE TERMS AND CONDITIONS

(ii) to debit the Merchant's account or set-off against the Merchant's sales proceed accordingly.

7.2 Merchant's Records

7.2.1 The Merchant shall at its own costs and capacity keep proper account and correct copies of all documents relating to the contracts between the Merchant and the Cardholder/E-Wallet User including Transaction Slips which are the "Merchant Copy" resulting from the use of the Cards/E-Wallet, and shall allow MBB at any reasonable time to inspect and/or take copies of all such documents, accounts and Transaction Slips or any charge forms and shall preserve such documents and records for a period of at least ten (10) months from the transactions date.

7.2.2 The Merchant shall provide a legible copy of the relevant Transaction Slips or any related documents upon request made by MBB in writing to the Merchant for the purpose of Clause 6 and/or 7.6 hereof and shall be within any specific time required by MBB.

7.2.3 The Merchant is obliged to provide full cooperation toward any investigations or inquiries made by MBB relating to any of the transactions which is within the period of ten (10) months from the transaction date including furnishing and delivering of transaction documents to MBB.

7.3 Unsigned Sales Draft/ Request for Additional Amount Due to Undercharge

(a) Card transactions

Where a Cardholder has been undercharged for goods sold or services rendered by the Merchant, the Merchant may raise a new and unsigned Sales Drafts for the additional amount and produce the same to MBB for payment. Without prejudice to MBB's right under Clause 6 hereinabove or otherwise, MBB may, at its sole discretion, make payment to the Merchant for the additional amount less the Discount as stated in Clause 5.1 and to bill Cardholder accordingly.

(b) E-Wallet Transactions

Where an E-Wallet User has been undercharged for goods sold or services rendered by the Merchant, the Merchant may submit a request for the additional amount due to undercharge in writing to MBB for payment. Without prejudice to MBB's right under Clause 6 hereinabove or otherwise, MBB may, at its sole discretion, make payment to the Merchant for the additional amount less the Discount as stated in Clause 5.1 and to request the E-Wallet Operator to debit the E-Wallet Account of the E-Wallet User accordingly.

7.4 Prohibited Transactions

7.4.1 The Merchant shall not accept the Card/E-Wallet nor use its participation in the Card Service/E-Wallet Transaction/QR Code Transaction for purposes of transactions other than bona fide purchases by Cardholders/E-Wallet Users of goods and services from you. This means, by way of example and not limitation, that the Merchant may not accept the Card/E-Wallet for any of the following:

- (i) gambling goods or services;
- (ii) pornographic goods or services or prostitution;
- (iii) goods or services for which the provision thereof is illegal (e.g. drug trafficking);
- (iv) sales where the amounts charged do not correspond with the value of the goods or services purchased or rendered;
- (v) sales made under a name which is different from the name of the Merchant;
- (vi) sales made by a third party i.e. not the Merchant;
- (vii) sales where you know or ought to know that the goods or services will be resold i.e. not for personal use of the Cardholder/E-Wallet User;
- (viii) cash;
- (ix) damages, penalties, fines, charges, costs or fees of any kind which are in addition to the value of the Charge for the goods or services originally purchased or rendered; or
- (x) amounts which do not represent a bona fide sale of goods or services at the Merchant.

7.4.2 The Merchant must not use its participation in the Card Service/E-Wallet Transaction/QR Code Transaction as a means of obtaining cash for yourself by seeking payment from us for transactions where you did not supply goods or services to a Cardholder/E-Wallet User.

7.5 Withholding of Payment

7.5.1 MBB shall have the right to withhold payment to the Merchant if any of the following circumstances occur:-

- (a) In the event that irregularities are detected in respect of the Transaction Slips presented or that MBB has reason to believe that the Transaction Slips presented have not been issued for legitimate transactions or being fraudulent or illegal, MBB is entitled to withhold payment until MBB has examined or verified acceptable supporting documentation specified in Clause 7.2 hereinbefore, and in the event the Transaction Slips are, in MBB's reasonable opinion, not valid, no payment shall be made by MBB.
- (b) The Merchant is identified by VISA International or MasterCard International or American Express Travel Related Service Company Inc. or JCB International or China Unionpay Co. Ltd or the relevant E-Wallet Operator or suspected by MBB to be the Point-Of-Compromise (Compromising Customer Account).

7.5.2 The terms in this Clause shall survive the termination of this Agreement.

7.6 Right to Set-Off and Consolidation

Notwithstanding any other rights available to MBB under this Agreement, MBB shall give 14 days notice or assigning reason thereof, set-off against Merchant's sales proceed or debit the Merchant's banking account with MBB of whatever description and wherever located for the purpose of Chargeback under Clause 6 or towards the reduction or discharge of any sum due to MBB by the Merchant under any of the terms of this Agreement. An interest at current prevailing rate of MBB will be charged to the Merchant in the event the recovered amount had caused the Merchant's banking account to be overdrawn.

7.7 Suspension

Notwithstanding any other rights available to MBB under this Agreement, any suspension must be made with prior notice to Merchant from accepting any Cards' transaction, E-Wallet Transaction and/or QR Code Transaction under the terms of this Agreement with immediate effect for a period of time which shall be identified by MBB upon the occurrence of any of the following:-



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- (a) In MBB's reasonable opinion that the Merchant is engaged in irregular or fraudulent or illegal transactions.
- (b) The Merchant is identified by VISA International or MasterCard International or American Express Travel Related Service Company Inc. or JCB International or China Unionpay Co. Ltd or the relevant E-Wallet Operator or suspected by MBB to be the Point-Of-Compromise (Compromising Customer Account).

7.8 Merchant Number

7.8.1 Under the terms of this Agreement, MBB shall provide the Merchant with a Merchant Number for the following:-

- (a) each of the Payment Acceptance Facilities provided to the Merchant.
- (b) each of the Merchant's outlet including but not limited to place of business, shop, counter or temporary or permanent booth where Payment Acceptance Facilities is/are to be made available to Cardholders.

7.8.2 In the event the Merchant wishes to extend any of the Payment Acceptance Facilities to its new outlet(s) or to accept new Payment Acceptance Facilities under the terms of this Agreement, the Merchant shall obtain prior written approval from MBB and in the event MBB approves such request, MBB shall provide the Merchant with a Merchant Number for each of the Merchant's outlets and/or Payment Acceptance Facilities requested. The Merchant shall ensure that all Cards transactions/E-Wallet Transactions transacted at any of the Merchant outlets and/or through any of the Payment Acceptance Facilities granted to the Merchant use/quote the correct Merchant Number assigned by MBB.

8. COVENANT BY MERCHANT

The Merchant hereby covenants with MBB as follows:-

- 8.1 It shall at all times observe the guidelines and procedures on the acceptance of Cards and/or E-Wallet Transaction and/or QR Code Transaction as instructed and required by MBB as set out hereinbefore including but not limited to the provisions in Clause 3 hereof;
- 8.2 Unless otherwise provided by any written law for the time being in force, it shall not impose or require Cardholder/E-Wallet User to pay any surcharge, commission, discount whether through any increase in price or otherwise, or any other term or condition whatsoever on any Cardholder/E-Wallet User desirous of using the Card/E-Wallet.
- 8.3 It shall not require a minimum transaction amount below which the Merchant shall refuse to honour otherwise valid Card/E-Wallet;
- 8.4 It shall include in the value of the Transaction Slips any tax or carrier charges required to be collected and shall not collect it separately in cash;
- 8.5 It shall observe and perform all obligations under its contract with the Cardholders/E-Wallet Users including but not limited to the nature, quality and delivery of goods and service contracted to be sold and supplied to the Cardholders/E-Wallet Users;
- 8.6 It shall not reveal, sell, purchase, provide or exchange Card account number and/or E-Wallet Account number and/or PIN (where applicable) and other information in any form obtained by reason of Cards transactions and/or E-Wallet Transactions and/or QR Code Transactions to any third party;
- 8.7 It shall obtain approval from MBB in writing prior to any publication or advertisement of promotional materials relating to the new credit/debit cards or new E-Wallet;
- 8.8 It shall adequately display any distinctive feature of any new credit/debit cards and VISA Card Programme Marks or MasterCard Marks or American Express Marks or JCB Card Marks or any such Marks for credit/debit that the Bank acquires from time to time and/or product names on promotional materials provided by MBB to inform the public that the Cards will be honored at the Merchant's premises, place or business or its outlets;
- 8.9 It shall, at all times maintain in good order and keep in safe custody all Transaction Slips, Credit Vouchers, Imprinters and/or EDC Terminals and/or QR Code reader/scanner and/or PIN Pads supplied by MBB which shall remain MBB's property, and to return all such Transaction Slips, Credit Vouchers, Imprinters and/or EDC Terminals and/or QR Code reader/scanner and/or PIN Pads forthwith to MBB upon demand and/or upon termination of this Agreement under Clause 20.
- 8.10 Where there is uncertainty or ambiguity in the terms of this Agreement or any guidelines or requirements pertaining to the use of the VISA Card Programme Marks or MasterCard Marks or American Express Marks or JCB Card Marks or UPI Card Marks or the relevant E-Wallet Operator Marks or any security or distinctive features of the new credit/charge/debit cards or new E-Wallet, the Merchant shall countercheck with MBB for its construction and meaning and the same when given by MBB shall be final and binding.
- 8.11 The Merchant shall use its best endeavour to promote the use of Cards/E-Wallets and to render its cooperation to MBB and Cardholders/E-Wallet Users in connection with the use of the Cards/E-Wallets.
- 8.12 Each Party shall indemnify the other Party should its employees or agents fraudulently deal with the Card and/or the PIN from the Cardholder or the E-Wallet from the E-Wallet User through any means;
- 8.13 Each Party shall indemnify and hold the other Party harmless from and against all liabilities, claims, damages, losses, costs and expenses whatsoever, arising out of or in any way connected to the Merchant's negligent act or omission in the operation of the Cards/E-Wallet Transaction/QR Code Transaction acceptance programme.
- 8.14 In accepting E-Wallet Transactions, the Merchant additionally undertakes:
 - (a) The Merchant shall comply with all requirements of the respective E-Wallet Operators when carrying out E-Wallet Transactions; and
 - (b) The Merchant shall display the decals or signage indicating the acceptance of the relevant E-Wallet to inform the public that the relevant E-Wallet will be accepted at the Merchant's premises, place or business or its outlets.
- 8.15 Where Card transactions and/or E-Wallet Transactions are to be carried out as QR Code Transactions, the Merchant additionally undertakes:
 - (a) The Merchant shall at all times display in a reasonably distinct and easy-to-access location at their point-of-sale and/or at any other location and in such form as is appropriate to enable their customers to access upon their wishing to transact payment through QR Codes:
 - (i) Such signage, display, or other form of informational graphic to indicate that payment through QR Codes will be accepted at the Merchant's premises, place or business or its outlets; **AND EITHER**

MERCHANT CARD SERVICE TERMS AND CONDITIONS

- (ii) A clear image of the designated Static QR Code or Dynamic QR Code produced by the Merchant to enable their customers to scan the QR Codes; **OR**
- (iii) Such scanning apparatus, be it via specialised hardware or smart device, as may be appropriate to scan customer QR Codes;
- (b) The Merchant shall at all times maintain the material described in Clause 8.15(a) above to a satisfactory degree so as to ensure that its functionality is not impeded, and shall inform MBB as soon as reasonably possible if assistance is required to procure replacements of any such material;
- (c) The Merchant shall not to transfer, rent, lend, mortgage, pledge, lien or in any other way to dispose of distributed material as described in Clause 8.15(a) above;
- (d) The Merchant shall take all reasonable efforts to conduct QR Code Transactions to a reasonable standard of due diligence and fraud prevention as may be expected in all the circumstances for a transaction of similar value made through Cards or any other form of digital payment;
- (e) The Merchant shall not retain, collect, distribute, or otherwise in any way utilise any customer information apart from any information which is essential for the operation of a given QR Code Transaction; and
- (f) the Merchant shall comply with all prevailing guidelines, terms, rules and/or requirements of PayNet in respect of the QR Code Transaction (where applicable).

9. WARRANTIES BY MERCHANTS AS TO TRANSACTION SLIPS

The presentation of each Transaction Slips by the Merchant to MBB shall be a warranty by the Merchant:-

- (a) that every contract entered into by the Merchant with the Cardholders/E-Wallet Users under which a charge is made under the Cards/E-Wallet shall fulfill all statutory or other requirements for its validity and enforceability;
- (b) that at the time of the presentation of Transaction Slips, to MBB:-
 - (i) the Transaction Slips are authorized by the Cardholders/E-Wallet Users and/or not obtained by any fraudulent means;
 - (ii) the value of the Transaction Slips evidence a bona fide sums due and owing from the Cardholder/E-Wallet User;
 - (iii) the value of the Transaction Slips shall not have been assigned or charged to any third party;
 - (iv) the Cardholder/E-Wallet User concerned shall not have sought to repudiate or rescind the contract;
 - (v) the Cardholder/E-Wallet User concerned shall not have acquired any right of set-off or counterclaim available against the Merchant in respect of the value of the Transaction Slips;
 - (vi) the Merchant shall not have agreed with the Cardholder/E-Wallet User for any extension of the contractual time for payment of the goods purchased and/or service rendered or for any waiver or modification of the terms of the contract;
 - (vii) that the particulars included in the Transaction Slips submitted to MBB shall be correct;
 - (viii) the Merchant has complied with the provisions set out in Clause 3 of this Agreement.

10. WARRANTY AND REPRESENTATION

The Merchant represents that statements furnished to MBB are all statements of facts within the actual knowledge of the Merchant and are correct and in order at all times. This is to be made applicable to MBB too.

11. INDEMNITY

Notwithstanding any other provisions of this Agreement, the Merchant agrees that it shall fully indemnify MBB for and against any loss or damage, costs and expenses including legal fees stated in Clause 21.3 which MBB may incur in enforcing or seeking to enforce the payment of the value on the Transaction Slips by the Cardholder/E-Wallet User and in enforcing the terms of this Agreement against the Merchant.

12. WAIVER

The waiver by MBB of any breach of any terms of this Agreement committed by the Merchant shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

13. ASSIGNMENT

The Merchant shall not assign, subcontract or transfer this Agreement in whole or in part to any person or entity without our prior written consent. We shall be entitled to assign or subcontract this Agreement in whole or in part to any of our holding, subsidiaries or affiliate companies upon written notice to you.

14. DISCLOSURE OF INFORMATION

14.1 It is hereby agreed by the Merchant that MBB is authorized to disclose, divulge, reveal and/or provide any information concerning the Merchant including but not limited to the particulars herein to its agents, servant and/or subcontractor appointed/engaged by MBB or to any person/party for purposes connected with the products.

14.2 The Merchant hereby authorizes MBB and/or its officers to make use of, disclose, divulge or reveal any information relating to its accounts for purposes of or in connection with any action or proceeding taken for the purpose of chargeback under Clause 5 or towards the recovery of monies due and payable by the Merchant to MBB.

15. NOTICES

15.1 Any notices, demands, invoices, permissions, claims or consent required, authorized, permitted or contemplated to be served or given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to have been sufficiently served or given if served by hand or mailed by registered mail or sent by facsimile to the addressee and intended recipient hereinbefore mentioned. Any future change of address of the Parties within the period of this Agreement shall be duly notified to the other by giving one (1) month prior written notice.

15.2 Any notice sent by facsimile transmission shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered personally or by courier, and in the case of a facsimile number of the recipient given above or subsequently notified for the purposes of this Agreement.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

16. SERVICE OF LEGAL PROCESS

16.1 The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by hand or by prepaid registered or ordinary post to the respective addresses of the Parties hereinbefore mentioned and such service shall be deemed to be duly served after the expiration of five (5) days from the date it is posted and, if delivered by hand, on the day it is delivered.

16.2 No change of address of either Party herein mentioned shall be affective or binding on either Party unless that Party has given to the other actual notice of the change of address and nothing done in reliance on sub-clause (1) above shall be affected or prejudiced by any subsequent change in the said address over which the other Party has no actual knowledge of at the time the act was done or carried out.

17. CERTIFICATE OF INDEBTEDNESS

A certificate signed by an officer of MBB as to the monies for the time being due and owing to MBB from the Merchant for chargeback or otherwise shall be conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Merchant to MBB.

18. IMPLIED TERMS

Without prejudice to Clause 21.5, this Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

19. CONFIDENTIALITY & PERSONAL DATA PROTECTION

Notwithstanding Clause 14, this Agreement and all matters pertaining hereto including but not limited to, all information relating to Cardholders/E-Wallet Users shall be considered as confidential in nature and shall not be disclosed by the Merchant to any third party unless the said disclosure is mandatory by law. You shall keep confidential any information you receive from us that is not publicly available and this Agreement and its terms and conditions, including, without limitation, your Merchant Discount and/or Merchant Fee. You shall take all steps necessary to prevent the transfer or disclosure of Cardholder's/E-Wallet User's information to any third party and will not copy, reproduce or store in any form the names and addresses of Cardholders/E-Wallet Users for any purpose whatsoever. For the avoidance of doubt, the obligations of this Clause 19 shall survive the termination or expiration of this Agreement. Notwithstanding anything to the contrary, the Parties additionally agree to be bound by the Personal Data Protection Act 2010 and the rules and regulations issued pursuant thereto.

20. TERMINATION

20.1 Notwithstanding any other provision in this Agreement, either Party may give not less than one (1) month notice in writing in advance to the other Party to terminate this Agreement if;

- (i) you become insolvent or enter bankruptcy, receivership or administration or make an assignment for the benefit of creditors generally;
- (ii) you suffer an execution, attachment, repossession of or foreclosure on all or substantially all of your assets;
- (iii) you cease all or a substantial portion of your business or operations;
- (iv) you undergo a merger or substantial change in ownership or control; or
- (v) any event occurs, or series of events occur, whether related or not, which in our opinion may affect your ability or willingness to comply with any of your obligations under this Agreement or to the Cardholder(s)/E-Wallet User(s) in question;
- (vi) you committed a material breach of this Agreement that is not capable of being remedied;
- (vii) MBB has reason to believe or at its absolute discretion is of the view that you have presented a fraudulent or counterfeit transaction for payment and/or where the Cardholder/E-Wallet User denies/disputes such transaction and/or the Merchant has been identified by VISA International or MasterCard International or American Express Travel Related Service Company Inc. or JCB International or China Unionpay Co. Ltd or the relevant E-Wallet Operator as engaging in the compromising of the Cardholder's/E-Wallet User's accounts activity;
- (v) you have violated any applicable laws or any policies that have been given notice of;

then in any such events, this Agreement shall terminate automatically and all debts and obligations owed to us shall be deemed immediately due and payable. We shall be entitled to maintain a reserve from payments due to you and/or take such other actions as we may be entitled to under this Agreement or under applicable law or equity;

20.2 For Convenience. MBB may, in its absolute discretion, and without being obliged to give any reasons, terminate this Agreement in whole or in part, at any time upon thirty (30) days' prior written notice to the Merchant.

20.3 Upon termination of this Agreement, MBB's obligation to reimburse the Merchant under Clause 5 shall cease on the effective date of any of such termination aforesaid, and MBB shall not be obliged or bound to make any payment on Transaction Slips presented thereafter.

20.4 Notwithstanding the aforesaid, MBB's rights and entitlement under this Agreement (including its rights and entitlement of Chargeback under Clause 6) hereof against the Merchant shall survive the termination of this Agreement for or relating to any Card transaction, E-Wallet Transaction, QR Code Transaction or Transaction Slips presented by the Merchant prior to the date of termination.

21. MISCELLANEOUS

21.1 Compliance with Laws

This Agreement shall be governed by Laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the Malaysian Courts. You agree to comply with all laws, regulations and rules applicable to you.

21.2 Notice Requirement

Where the merchant is a sole-proprietorship or a partnership, failure of the Merchant to notify MBB of the change as required hereunder shall result in the sole-proprietor or partners (as the case maybe) of the Merchant (as notified to MBB prior to the change) shall be liable for any loss or damage suffered by MBB therefrom.

21.3 Costs

MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 21.3.1 The Merchant agrees to pay legal fees (on a Solicitor and Client basis) and other costs and expenses incurred and/or suffered by MBB in connection with or incidental to this Agreement including the fees and stamp duty (if any) in connection with the preparation and execution of this Agreement.
- 21.3.2 The Merchant agrees to pay legal fees (on a Solicitor and Client basis) and other costs and expenses incurred and/or suffered by MBB in the lawful enforcement of MBB's rights and entitlement under this Agreement.
- 21.4 Binding Effect**
This Agreement shall be binding on the Merchant's personal representatives, heirs, successors-in-title and legal assigns and on the successors in-title and assigns of MBB.
- 21.5 Variation**
Notwithstanding any other provisions herein, MBB reserves the right at all times to add, waive or vary any of these terms and conditions. Any such addition, waiver or variation shall become effective upon notification to the Merchant by any means MBB deems fit.
- 21.6 Severability**
The invalidity or non-enforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and the invalid or unenforceable provisions shall be severable and the invalidity or non-enforceability of any terms or provisions herein contained which shall remain in full force and effect.
- 21.7 Merchant's Participation**
This Agreement covers the Merchant's participation in the Cards' services and/or E-Wallet Transaction and/or QR Code Transaction for all the offices, outlets and locations of the Merchant in Malaysia at the date of this Agreement and such other offices, outlets and locations as may be agreed upon by MBB from time to time.
- 21.8 Communication**
All communication between the Parties pertaining to this Agreement shall be in Bahasa Malaysia or the English Language.
- 22. NEW CREDIT/CHARGE/DEBIT CARD**
- 22.1 MBB reserves the right to issue any new credit/charge/debit card and to enter into agreements with other organizations or institutions issuing credit/charge/debit cards other than VISA International or MasterCard International or American Express Travel Related Service Company Inc. or JCB International or China Unionpay Co. Ltd (herein referred to as "the new credit/charge/debit cards").
- 22.2 The Merchant agrees that MBB is hereby authorized to issue the new credit/charge/debit cards to the Cardholders without the consent of the Merchant and, subject to the foregoing, the Merchant hereby agrees and confirms that upon receipt of written notification and/or written request from MBB, the Merchant shall honour without discrimination the new credit/charge/debit cards when properly presented to it as a means of payment the from Cardholder.
- 22.3 Upon such notification, the stipulations, terms and conditions of this Agreement shall apply mutatis mutandis to the new credit/charge/debit cards and shall be binding upon the Merchant for its full terms and effect thereof subject to any addition, variation or waiver expressed by MBB in the said notifications.
- 22.4 In this Agreement, the Merchant is deemed to agree to the terms and conditions applying to the new credit/charge/debit cards and binding upon the Merchant immediately upon receipt by MBB of the express agreement in terms of such notification issued to the Merchant or where the Merchant has honoured the new credit/charge/debit cards presented by the Cardholder.
- 22.5 Such notification or request by MBB to the Merchant shall become effective from the date of receipt of such notification or request by the Merchant.
- 23. AUTHORITY TO SIGN**
You represent that the individual signing the Application is duly authorized on behalf of the Merchant to sign and bind the Merchant to the provisions thereof and hereof.
- 24. ANTI-CORRUPTION LAWS**
- 24.1 The Merchant represents and warrants that it:-
- (1) conducts its businesses in compliance with applicable Anti-Corruption Laws and have instituted and maintains policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws;
 - (2) conducts its operations at all times in compliance with applicable Anti-Corruption Laws and there is no litigation, regulatory or administrative proceedings before any court, tribunal or agency with respect to any Anti-Corruption Laws that have been started or (to the best of its knowledge and belief) threatened against it;
 - (3) undertakes to immediately notify MBB if in connection with this Agreement or the business resulting therefrom it:
 - (i) receives or becomes aware of any request from a government official or any person for any payment, gift, promise, financial or other advantage either tangible or intangible, including gifts or kick-backs, or permit or authorizes any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation of payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity;
 - (ii) becomes aware of any of its employees' behaviour which is, inconsistent with the Anti-Corruption Laws applicable;
 - (4) that none it nor any of its employees, subcontractors, independent consultants, agents or its related parties, is a government official or other person who could assert illegal influence on behalf of itself. If any of the foregoing becomes a government official, it shall promptly notify the MBB of the same.
 - (5) shall take all reasonable efforts to maintain adequate internal controls and procedures to assure compliance with Anti-Corruption Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
 - (6) agrees that the MBB party shall have the right to suspend or terminate this Agreement on immediate written notice should it become aware of a breach of the Merchant's warranty or undertaking, or violation of the applicable Anti-Corruption Laws.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

25. ANTI-MONEY LAUNDERING

25.1 The Merchant represents and warrants that it, its subsidiaries and any of it or their respective officers, directors, supervisors, managers, agents, or employees shall comply with the Anti-Money Laundering Laws at all times.

25.2 The Merchant undertakes that it shall not:-

- (1) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
- (2) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
- (3) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.

26. SANCTIONS

26.1 Neither the Merchant nor any of its subsidiaries, nor any of its or their directors, officers or employees, nor, to the Merchant's knowledge, any agent, affiliate or representative of the Merchant, is an individual or entity that is, or is owned or controlled by an individual or entity that is currently subject to any sanctions administered or enforced by the United States of America, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, or other relevant sanctions authority (collectively, "Sanctions"), nor located, organized or resident in a country or territory that is the subject of Sanctions.

26.2 Neither the Merchant nor any of its subsidiaries has knowingly engaged in, and is not now knowingly engaged in, any dealings or transactions with any individual or entity, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

26.3 That the Merchant agrees that if MBB is required to disclose any information in relation to any transaction or account, of if any payment or other transaction in connection with any account is blocked, frozen, delayed, refused or cancelled because it is claimed or suspected to be sanctioned-related or suspected to involve money laundering or terrorist financing, MBB shall not be liable for any such disclosure for any direct, indirect or consequential losses, liabilities, penalties, costs or expenses howsoever arising in relation to or by reason thereof, and the Merchant shall fully indemnify and keep MBB indemnified against all such losses, liabilities, penalties, costs or expenses which MBB may incur.

27. MERCHANT APPLICATION FORM AND/OR LETTER OF OFFER

27.1 The Merchant Application Form and/or Letter of Offer issued by MBB to the Merchant in respect of this Agreement shall form part of this Agreement and shall be read, taken and construed as an essential part of this Agreement. In the event of inconsistencies between the terms of the Letter of Offer and this Agreement, the terms in the former would prevail.

28. ELECTRONIC DOCUMENT

28.1 The Merchant agrees to receive this Agreement in an electronic form and hereby confirms to have read, understood and accepted the terms and conditions of the Agreement upon acceptance Merchant Application Form and/or Letter of Offer issued by MBB.

28.2 The Parties hereby agree that pursuant to the Electronic Commerce Act 2006, executed and scanned copies of the Agreement and/or Merchant Application Form and/or Letter of Offer issued by MBB sent to the Parties electronically shall be deemed as valid and this Agreement shall not be denied its legal effect, validity or enforceability.

29. CHANGE OF TERMS AND CONDITIONS

29.1 The Merchant hereby acknowledges that the Terms and Conditions of this Agreement herein are not exhaustive and that MBB reserves the right to add, modify or delete any of the Terms and Conditions and any such additions, modifications or deletions shall be binding on the Merchant and be deemed to have come to the Merchant's attention by way of being published on Maybank's merchant portal at <https://merchantportal.maybank.com> or notified by any other means that MBB may deem fit at its discretion prior to the implementation. All previous terms and conditions shall be revoked and wholly superseded by the new Terms and Conditions.

ELECTRONIC DATA CAPTURE (EDC) TERMS AND CONDITIONS

These special EDC Terms and Conditions supplement and, where inconsistent with them, modify the Terms and Conditions and form part of your Agreement with us if we have supplied you with or agreed in writing to your use of point of sale computer terminals or other devices or systems designed to read the magnetic stripe and/or EMV chip, on or otherwise capture data electronically from Credit/Charge/Debit or other payment cards or E-Wallet for purposes of processing Card Transactions or E-Wallet Transactions.

1. MBB EDC TERMINALS

The following provisions apply if we supply you with the EDC Terminal(s):

- (a) You agree to allow us to enter any of your premises to install, inspect, repair, service or remove the EDC Terminal(s) for any reason during business hours or at any other reasonable time.
- (b) You will not move or part with possession of the EDC Terminal(s). If you would like any EDC to be moved, you must notify us, and we will move the EDC Terminal(s), provided the proposed new location is acceptable to us in our discretion.
- (c) We will be responsible for maintenance and repair of the EDC Terminal(s). You agree to cooperate fully in our maintenance and repair efforts. Although we shall endeavor in good faith to keep the EDC Terminal(s) in good repair, we shall not be liable to you for our failure to do so or otherwise for the failure of the terminal(s) to operate properly.
- (d) The EDC Terminal(s) are and will remain our property at all times. The Merchant shall take reasonable care of them and return to us promptly upon our request. You also agree to take all necessary steps to prevent any person from acquiring any rights in the EDC Terminal(s), and to indemnify us against any loss and expense arising from the acquisition of such rights by any person. You further agree that you shall not, nor shall you permit any other person to, temper, reverse-engineer, or otherwise misuse the EDC Terminal(s).



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- (e) The Merchant agrees to reimburse MBB an amount of RM1,500 for each lost or damaged EDC Terminal whether or not the lost or damaged resulted from causes within your control. This includes but is not limited to damage cause by:
 - (i) the use of EDC Terminal(s) for purposes other than those described in these Special EDC Terms and Conditions; or
 - (ii) alterations and attachments to the EDC Terminal(s) which were not previously authorized in writing by us; or
 - (iii) the acts or omissions of you, your employees, agents, other representatives or contractors; or
 - (iv) the negligent or otherwise improper care or operation of the EDC Terminal(s); or
 - (v) fire, theft, acts of God, or other causes.
- (f) The Merchant shall promptly make a police report in the event of any lost or damaged EDC Terminal(s).
- (g) The merchant agrees not to assign, transfer or sell the services provided by the EDC Terminal(s), not to allow any other party to use the EDC Terminal(s) or to benefit from the EDC Terminal(s), unless otherwise agreed to in writing by us.
- (h) The Merchant shall operate the EDC Terminal(s) only in accordance with the procedures and instructions advised to you by us from time to time. We agree to train your then current staff in the operation of the EDC Terminal(s) at the time of installation by us. You agree to train new staff at your own cost after the initial training.
- (i) You must give us at least 30 days prior written notice if you plan to sell, transfer, close or otherwise dispose of one or more locations at which our EDC Terminal(s) are installed or if you wish us to remove EDC Terminal(s) from such locations. Upon receipt of that notice, we may remove the EDC Terminal(s) from the applicable locations, and we may notify you that these Special EDC Terms and Conditions shall cease to apply to such locations or generally (except in relation to antecedent transactions) and we may take such other steps as we deem appropriate.
- (j) You agree to pay us for each terminal a monthly rental fee as specified on the Letter of Offer via direct debit, cheque payment or any other method acceptable to us and notified to you from time to time. We reserve the right to change these fees from time to time at our discretion with 30 days prior written notice to you.
- (k) The monthly terminal rental fee shall be non-refundable, even if you cease to have any EDC Terminal(s) supplied by us or upon termination of the Agreement.
- (l) The Merchant shall promptly inform us of any faults and/or breakdown in the EDC Terminal(s). You shall not by itself or by its agent or servant, repair or rectify or attempt to repair or rectify any such faults or breakdown in the EDC Terminal(s).
- (m) We shall not be responsible or liable in any way for any loss or damage suffered by the Merchant arising out of or due to the breakdown or faults or delay in response by the EDC Terminal(s).

2. THIRD PARTY EDC TERMINALS

The following provisions apply if we agree in writing to your use of EDC Terminal(s) supplied to you by third parties for American Express Card transactions:

- (a) We shall not be responsible for the operation of the EDC Terminal(s), including but not limit to the quality of their operation, their ability to communicate properly with our computer system, their maintenance, and any costs associated with them.
- (b) You shall comply with any request from us to modify or discontinue your electronic submission of American Express Card transaction data through use of the EDC Terminal(s).
- (c) You agree that all costs and expenses associated with such modification or discontinuance shall be borne entirely by the Merchant.

**PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCIDSS)
TERMS AND CONDITIONS**

1. RESTRICTIONS REGARDING PROCESSING OF CARD TRANSACTIONS

1.1 The Merchant may only store the following information:

- Cardholder number
- Cardholder name
- Card expiry date
- Extended service code (used for Smart Card processing)

If you decide to store the Card Account Number (often referred to as the Primary Account Number “PAN” or Cardholder Number), it is your obligation to ensure security and protection by using encryption or other methodologies that precludes unauthorized individuals from deciphering the card number.

Under no circumstances may you store the CCV2 number, the PIN or the Magnetic stripe data.

1.2 You must ensure that your business, and any service provider who participates in the processing, transmission or storage of card payment details on behalf of your business, fully complies with the PCIDSS and completes the validation requirements compatible with their level.

1.3 You must ensure that your business and any service provider who, participates in the transmission, acceptance or storage of card payment details for your business on your behalf, fully complies with the PCI standard.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

Upon request, you must disclose details of any service providers who facilitate transactions on your behalf to Maybank.

- 1.4 You must follow the Data Breach Procedures immediately upon suspected or known breaches on your system, or that of any service provider who has access to, stores or transmits credit card payment details. You must:
- Identify the cause of the event and immediately notify Maybank
 - Isolate or unplug any affected systems from all networks involved in the Services
 - Cease installing or making any changes to software related to the Services
 - Tighten security controls pertaining to all networks relating to the Services
 - Implement and follow the Disaster Recovery Plan
 - Maintain a rigorous audit trail of all actions taken to isolate and rectify the event
 - Commence calculating the gross potential exposure that may arise from such event and notify Maybank in writing of the results of such calculations as soon as possible, but within a 24 hour period

- 1.5 You must ensure that any software or hardware you purchase, create or otherwise utilize 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. You must also ensure that all passwords are changed on a regular basis.

- 1.6 When approved for an e-Commerce Merchant facility, any transactions received from cardholders relating to the internet business for which it was approved, must be processed using your approved e-Commerce Merchant facility.
Full Disclosure: If you are approved as a merchant of Maybank, you must willingly, upon request and at pre-determined intervals, supply Maybank with full details of your Web Hosting Provider, Shopping Cart System, Secure Socket Layer ("SSL") provider and expiration date of SSL certificate. You must also disclose details of all service providers you engage with to enable the acceptance of credit card payments and their compliance with Payment Card Industry (PCI). You must also ensure that any service providers you engage to participate in the payment process has installed a SSL which meets Maybank requirements and that it is renewed prior to its date of expiration.

2. INDEMNITIES

- 2.1 You will indemnify us on demand against all losses, expenses and damages we may suffer:
- as a result of your failure to observe your obligations under the Agreement including any procedures set out in the Manuals;
 - as a result of MasterCard, Visa or other card schemes imposing fees, fines or penalties on us in accordance with the Rules as a direct or indirect result of your failure to observe your obligations under the Agreement including any procedures set out in the Manuals;
 - arising out of any dispute between you and a Cardholder;
 - as a result of any error, negligence or fraud relating to a transaction by you, your servants, agents, employees or contractors;
 - arising out of any damage to, or loss of the terminals we supply due to you, or your employees', neglect or misuse; or
 - arising out of any dispute between you and the Terminal Supplier;
 - 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 Scheme that the Bank is a member of or participates in, as a direct or indirect result of your failure to observe any of the procedures, requirements or obligations required to be complied with by you under any Card Scheme used in providing the Banking Services.

- 2.2 If your company has suffered a data compromise:
You will have to give Maybank and its agents full access to your systems and databases to facilitate a forensic analysis to ascertain:
- (i) What card data has been compromised;
 - (ii) What weaknesses in the system permitted the unauthorized access to the data base; and
 - (iii) Whether card data was created, deleted, altered, copied or manipulated in any manner.

If you use the services of an external Service Provider, you will have to ensure Maybank 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 you.

In order to continue processing card transactions, you will have to undergo a full PCIDSS accreditation. All costs of this accreditation exercise will be borne by you.

- 2.3 Excessive Chargebacks: Maybank will notify you if your chargebacks in any particular category has or is in threat of exceeding the threshold. You must take immediate action to rectify the situation. Failure to resolve the cause of the problem will result in "Excessive Chargebacks fines" imposed by the Card Schemes which will be passed on to you.

- 2.4 PCIDSS accreditation program
- a. You are required to complete the PCIDSS accreditation program within 3 months of being granted the merchant facility, or within 3 months of our notification to you to comply with the requirement.
 - b. Non completion of the PCIDSS accreditation program will place your facility in the non-compliant status. This non-compliant status will attract non-compliance fines from the Card Scheme which will be passed on to you.
 - c. In the event that your organization suffers a card data compromise incident and you have not complied with the PCIDSS accreditation program the Card schemes will levy heavy penalties. Maybank will pass these penalties on to you.
 - d. All costs in relation to completion of the PCIDSS accreditation program will be borne by you.

- 2.5 Consent to share information
- a. Acceptance of these Terms and Conditions gives your consent to Maybank sharing details of a suspected and/or confirmed data compromise to law enforcement agencies, Bank Negara Malaysia and other relevant regulatory and/or statutory bodies and/or as required by any written law or regulations, Card schemes and other parties at Maybank's discretion. This consent is irrevocable and enduring.
 - b. Maybank is obliged to report all data compromise events to card schemes, law enforcement agencies and/or other government regulators. Your acceptance of these Terms and Conditions confirms that you understand this obligation and grant irrevocable and enduring consent for Maybank to release details of the compromise to the aforementioned bodies.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- c. Your acceptance of these Terms and Conditions irrevocably confers upon Maybank the enduring right to contact all services providers that enable you to acquire credit card transactions. This clause is limited to the purpose of determining the extent of a data compromise, evaluating remedies to that data compromise and assessing your level of compliance with PCIDSS.

SPECIAL TERMS AND CONDITIONS

(Applicable for Lodging and Car Rental Segment)

1. AGREEMENT

These Special Terms and Conditions govern the Merchant's participation in the Card Service for all your locations which are approved by us. In the event of conflict between the Special Terms and Conditions and the basic terms and conditions, the former shall prevail over the latter with respect to the following relevant businesses or matters only. If you are engaged, in any of the following industries/segments, you must comply with the following applicable provisions:

2. LODGING

2.1 Authorization

When a Cardholder wishes to use the Card to pay for a lodging stay, at the time of check-in, you will obtain Authorization for the full estimated amount of the Charge based upon the room rate and the number of days that the Cardholder expects to stay, plus taxes and other known ancillary amounts (Estimated Lodging Charge). The Merchant shall not overestimate this amount. If the Merchant fails to obtain such Authorization for the Estimated Lodging Charge, and submit the Charge, and the Cardholder fails to pay the Charge for any reason, we shall have Full Recourse for the full amount of the Charge.

2.1.1 Upon check-out:

- (a) if the final Charge is no greater than the Estimated Lodging Charge plus 15% of the Estimated Lodging Charge, no further Authorization is necessary.
- (b) if the final Charge is greater than the Estimated Lodging Charge by more than 15%, you will obtain Authorization for any additional amount of the Charge which is greater than the Estimated Lodging Charge. If you fail to request such Authorization for the additional amount, or request for Authorization for the additional amount but Authorization is declined, and the Cardholder fails to pay the Charge for any reason, we will have Full Recourse for the amount in excess of the Estimated Lodging Charge.

2.2 No-Show

You will accept Charges on the Card only if:

- (a) the Cardholder has guaranteed the reservation with his/her Card and you must inform the Cardholder that the accommodations will be held until the Merchant's check-out time the following day, unless cancelled by 6.00pm Malaysian time on the scheduled arrival date;
- (b) you have recorded the Card number, its expiry date and the Cardholder's billing address;
- (c) you have a documented "No-Show" policy which reflects common practice in your business and is in accordance with the prevailing law, which policy has been advised to the Cardholder at the time he/she makes the reservation. If the Cardholder does not honour his/her reservation, you shall submit a completed Sales Draft with the words "No-Show" on the signature panel; and
- (d) you must inform the Cardholder that if he/she does not check-in by check-out time the following day after his/her scheduled arrival date and the reservation was not properly cancelled, the Cardholder will be charged for one night's lodging plus applicable tax.

3. CAR RENTAL

3.1 Authorization

When a Cardholder wishes to use the Card to hire a vehicle, you shall obtain Authorization for the full estimated amount of the Charge (Estimated Rental Charge). The Estimated Rental Charge shall be determined by multiplying the rate (including insurance and other applicable charges) by the rental period reserved by the Cardholder. You shall not overestimate this amount and shall not include an amount for any possible damage to or theft of the vehicle. If you fail to obtain such Authorization for the Estimated Rental Charge and submit the Charge, and the Cardholder fails to pay the Charge for any reason, we shall have Full Recourse for the full amount of the Charge.

3.1.1 Upon return of the vehicle, the following terms shall apply:

- (a) if the final Charge is no greater than the Estimated Rental Charge plus 15% of such Estimated Rental Charge, no further Authorization shall be necessary.
- (b) if the final Charge is greater than the Estimated Rental Charge by more than 15%, you will obtain Authorization for any additional amount of the Charge which is greater than the Estimated Rental Charge. If you fail to request such Authorization for the additional amount, or request for Authorization for the additional amount but Authorization is declined, and the Cardholder fails to pay the Charge for any reason, we shall have Full Recourse for the amount of the Charge in excess of the Estimated Rental Charge.

3.1.2 We have the right to periodically monitor you or Merchant's compliance with the Authorization procedures set forth above. If we notify you that the Merchant is not complying with these procedures, you agree to cure such non-compliance. If after 30 days from the date you were notified of the non-compliance, the Merchant continues to fail to comply with these procedures, then we shall have Full Recourse for the full amount of any Charges made at the Merchant during such continued non-compliance. For the purpose of this provision, "non-compliance" shall occur when more than five percent (5%) of the Merchant's Authorizations or more than five percent (5%) of your Authorizations do not comply with these Authorization procedures.

4. THIRD PARTY CHARGES

If you supply goods or services to someone other than the Cardholder ("Third Party Charges") and such goods or services are charged to the Cardholder's Card, then you do so entirely at your own risk. If the Cardholder notifies you or us of a dispute,



MERCHANT CARD SERVICE TERMS AND CONDITIONS

complaint or query concerning the Charge, we shall have the right of Full Recourse in respect of such Charge, whether Authorization was obtained or not.

THE AMERICAN EXPRESS CORPORATE PURCHASING SOLUTION (CPS) TERMS AND CONDITIONS

These special Terms and Conditions supplement and, where inconsistent with them, modify the terms and conditions for all Charges made with the **American Express Corporate Purchasing Solution**.

1. CORPORATE PURCHASING SOLUTION (CPS)

The American Express Corporate Purchasing Solution (CPS) enables clients to make Charges either:

- by presenting the American Express CPS Card, or
- by using their CPS Account number without presenting a card.

An important difference between the American Express CPS and other American Express payment products is that CPS clients can make Charges without presenting a card.

2. DEFINITIONS

In this Section, **CPS Card** means the American Express Corporate Purchasing Solution Card and **CPS Account** means the account on which charges can be made, whether or not through use of a CPS Card.

2.1 CPS Client means the individual who presents or uses a CPS Card embossed with his or her name and/or is authorized to make Charges on the CPS Account of an organization by using its CPS Account number.

2.2 CPS Charge means a Charge on a CPS Account, whether or not a CPS Card is presented.

3. ACCEPTING CPS CHARGES

You must follow the instructions in the table before accepting CPS Charges and any other instructions we may issue from time to time. You must obtain Authorization for all CPS Charges.

In this situation	Follow these procedures
CPS Card is physically presented	Same as for other American Express Cards. See Special EDC Terms and Conditions - Clause 3 and/or the basic Terms and Conditions - Clause 3
no CPS Card physically presented - Charge by client in person	Same as for other mail or phone Charges. See basic Terms and Conditions - Clause 3.2, plus obtain signature of CPS Client for the Charge as per rules for face to face transactions
no CPS Card physically presented - Charge by phone or mail	Same as for other mail or phone Charges. See basic Terms and Conditions - Clause 3.2

3.1 If you cannot reasonably determine the full or final amount of the CPS Charges at the time you request Authorisation, you must obtain Authorization for the estimated amount of the CPS Charges. You must not overestimate this amount.

3.2 If the full or final amount of the CPS Charges is not greater than the estimated amount for which you have obtained Authorisation, you are not required to obtain further Authorization.

3.3 If the full or final amount of the CPS Charges is greater than the estimated amount for which you have obtained Authorization, you must obtain further Authorisation for the difference between the estimated and the full or final amounts of the CPS Charges. If you fail to obtain Authorization for the difference, we will have Full Recourse for the amount.

4. CPS DATA

In order to process CPS Charges, we may require you to provide us with additional data by electronic transmission, which is called **CPS Data**. This CPS Data may include the following:

- (i) the purchase price of the goods and services;
- (ii) description of other details of the goods or services supplied;
- (iii) CPS Cardholder reference information (eg. Purchasing Order number);
- (iv) CPS Client's Account information;
- (v) Other information we may require from time to time either generally or in respect of particular CPS Accounts.

5. SENDING CPS CHARGES TO US

5.1 If we provide you with a separate merchant account number for CPS Charges you must:

- submit all CPS to us using your CPS Merchant Number and not your normal Merchant Number (if any);
- only use your CPS Merchant Number for CPS Charges and not for other American Express Charges.

5.2 If you use your CPS Merchant Number to submit and obtain payment from us for non-CPS Charges, we shall be entitled to adjust the Merchant Discount for such Charges to the correct amount by deduction or set-off from any amount due to you.

6. CPS EQUIPMENT AND SOFTWARE



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 6.1 If we provide you with any electronic terminal, computer or other equipment or software to enable you to accept CPS Charges or provide us with CPS Data, you agree that:
- Electronic Data Capture (EDC) Terminal and Special EDC Terms and Conditions will govern your use of such terminal or equipment; and
 - the following provisions will govern your use of such software.
- 6.2 **CPS Software** means computer software and associated documentation we provide you with to enable you to produce CPS Data or process CPS Charges.
- 6.3 CPS Software is provided with a non-exclusive non-transferable licence for use only at your locations we have approved. We do not grant any right, title or interest in the CPS Software to you. We either own the CPS Software or have obtained the right from a third party to provide it to you. You must not make any changes to the CPS Software without our express prior written approval. All changes to the CPS Software, even if they are made or suggested by you, shall belong exclusively to us.
- 6.4 The CPS Software includes our proprietary information. However, you may make and retain one (1) copy of the CPS Software including associated documentation, for each location approved by us solely for back-up and/or archival purposes. You must not use the CPS Software for any purpose other than processing CPS Charges or generating CPS Data in accordance with this Agreement. You must not modify the CPS Software nor disclose it to any third party without our express prior written approval.
- 6.5 Upon termination of the Agreement or if we request you to do so at any time, you shall return the CPS Software (including copies) to us, plus all associated documentation and copies thereof in good working condition, fair wear and tear always excepted.
- 6.6 We reserve the right to charge fees for providing you with CPS Software and/or to change or add to these software licensing conditions from time to time. If you keep or use the CPS Software after we notify you of any fees or charges, or if you continue to accept CPS Charges, you will be deemed to have agreed to them.

SPECIAL TERMS AND CONDITIONS FOR MYDEBIT SERVICES

These Special Terms and Conditions for MyDebit Services supplement and form part of your Agreement with the Bank if you participate in MyDebit Services. In the event of inconsistency between these Special Terms and Conditions for MyDebit Services and other terms and conditions of this Agreement, the former shall prevail over the latter with respect to the use of the MyDebit Services only.

1. MyDebit Service

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

2. Payment Type

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

3. Obligations of Merchant

- 3.1 The Merchant shall, at all times, comply with the Consumer Protection Act 1999 as the Merchant is prohibited to engage in misleading and deceptive conduct, false misrepresentation, and unfair claims in selling their products or services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravene the laws of Malaysia.
- 3.3 The Merchant shall not re-sell or acquire any other sub-Merchant(s) into the MyDebit Services or act as merchant aggregators for other Merchant(s), without the prior written consent of the MyDebit Operator and the Bank.
- 3.4 The Merchant shall not set a purchase limit.
- 3.5 The Merchant shall not impose any surcharge on a transaction made using MyDebit.
- 3.6 The Merchant shall execute the Merchant's 'Opt-Out' from Lowest Cost Routing Declaration in Appendix IV of the Operational Procedures for MyDebit through the Bank by furnishing all necessary information completely and accurately.
- 3.7 The Merchant shall open a Merchant account for the purpose of the transfer of funds to the Merchant.
- 3.8 The Merchant is prohibited and shall not retain any MyDebit cards belonging to Cardholders.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 3.9 The Merchant shall not capture any of the MyDebit cards at their Terminals or kiosks at any point in time. If MyDebit cards are captured due to technical reasons or any other reasons, the Merchants shall return the cards to the Bank for onward submission to the Issuer bank within 24 hours.
- 3.10 The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and PIN Pads are utilized and have complied with the requirements set in the Operational Procedures for MyDebit.
- 3.11 The Merchant shall comply with the MyDebit Brand Guidelines issued by the MyDebit Operator at all times.
- 3.12 The Merchant shall prominently display MyDebit logo and MyDebit Services marks and shall inform the public that MyDebit Services is available at the Merchant's premises and/or on all documentation issued and/or used in connection with the provision of the services in order to identify and promote MyDebit Services.
- 3.13 The Merchant shall assist the Issuer and/or Bank with any inquiry undertaken in respect of misuse of the MyDebit Services.
- 3.14 The Merchant shall accept and honour all MyDebit cards when presented by Cardholders at any Terminal displaying the MyDebit logo and provide the goods and services on the same terms and conditions as those under which it supplies goods and services to persons purchasing goods or services by means other than by MyDebit cards.
- 3.15 The Merchant shall ensure the confidentiality and security of the PIN entered by the Cardholder at the Terminal.
- 3.16 The Merchant shall ensure that each sales and purchase transaction is confirmed by the Cardholder in a manner applicable to the Terminal.
- 3.17 The Merchant shall operate the Terminal in accordance with the Bank's direction and/or instruction.
- 3.18 The Merchant shall not misuse or tamper with the Terminal in any way.
- 3.19 The Merchant shall notify the Bank of the Terminal failure within two (2) Business Days after becoming aware of the failure of the Terminal. This provision is without prejudice to the Merchant's obligation to notify the Bank of the Terminal failure promptly where the Terminal is also used for other payment transactions and acceptances (other than MyDebit).
- 3.20 The Merchant must not make any warranties nor representations in respect of goods or services supplied which may bind the Bank, MyDebit Operator, Issuer of any Card or any other Participants in the MyDebit Services.
- 3.21 For the purpose of Clause 3.18, the Merchant will be liable for any claims, damages, and expenses arising out of or caused to arise from misuse or unauthorised usage of the MyDebit Brand. In the event of such breach the Bank may terminate the Merchant's participation in the MyDebit Services. Upon termination, Clause 6.4 shall apply accordingly.
- 3.22 The Merchant shall consent and allow the Bank to disclose its information to the MyDebit Operator, as may be reasonably required for the purpose of and in connection with providing the MyDebit Services.
- 3.23 The Merchant shall ensure that their customers are aware that card payments can be made via MyDebit.
- 3.24 Clause 3.20 herein shall survive termination of the Merchant's participation in the MyDebit Services. Termination does not affect either party's rights accrued and obligations incurred before termination.
- 4. Obligations of the Bank**
- 4.1 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
- 4.2 The Bank shall ensure that the Merchant's business, activities, products and services do not contravene Malaysian laws.
- 4.3 The Bank shall ensure that the Merchant complies with all applicable requirements stipulated in the Operational Procedures for MyDebit and this Agreement.
- 4.4 The Bank shall ensure that the Merchant will take all reasonable actions necessary to ensure that all Terminals and PIN Pads operating at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and Pin Pads are utilized and complies with the requirements set out in the Operational Procedures for My Debit of the MyDebit Operator.
- 4.5 The Bank shall provide the necessary training to the Merchant on an on-going basis.
- 4.6 The Bank shall transparently disclose to the Merchant the interchange rates of the debit card schemes and the true effective cost of the two priority network routing choices (either MyDebit Priority Routing or AID Priority Routing) and accurately provide all information necessary for the Merchant to make an informed decision on network routing.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 4.7 The Bank shall execute the Merchant's 'Opt-Out' from Lowest Cost Routing Declaration in Appendix IV of the Operational Procedures for MyDebit by furnishing all necessary information completely and accurately.
- 4.8 The Bank shall lodge the completed Merchant's 'Opt-Out' from Lowest Cost Routing Declaration with MyDebit Operator at least seven (7) Business Days before the opt-out takes effect.
- 4.9 The Bank shall route the Merchant's debit transactions to the network with the lowest interchange cost and Merchant Discount in the event a Merchant does not decide on the preferred debit network routing and obtains the appropriate consent from their Merchant to disclose the information provided by the Merchant in Appendix V and Appendix VI of the Operational Procedures for MyDebit to the MyDebit Operator.
- 4.10 The Bank shall complete and submit the 'Acquirers Fair Pricing Declaration' in Appendix VI of the Operational Procedures for MyDebit on a quarterly basis, furnishing all necessary information completely and accurately. The Bank shall submit the 'Acquirers Fair Pricing Declaration' to PayNet by 15 January, 15 April, 15 July and 15 October of every year, attesting that fair prices have been quoted to their merchants in the preceding quarter.
- 4.11 If there are going to be disruptions due to scheduled maintenance, the Bank shall provide seven (7) Business Days advanced notice to the Merchant and the MyDebit Operator, clearly specifying the duration and period of disruption. The Bank shall be subsequently required to provide the Merchant with sufficient targeted reminders closer to the scheduled maintenance to ensure that the Merchant is aware of the disruption.
- 4.12 The Bank shall inform the Merchant when the system or equipment is not available for use or when there is a malfunction.
- 4.13 The Bank shall ensure that the Merchant is paid in a timely manner in accordance with this Agreement upon receiving the funds via the interbank settlement at MyDebit Operator.

5. Indemnity

- 5.1 In addition to and without prejudice to other indemnity clauses in this Agreement, subject to the Bank's and the Merchant's (hereinafter referred to as "party" or "party's") compliance with Clause 5.3, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:

- (a) any error, negligence, misrepresentation or fraud on the part of the Indemnifying Party, its servants, agents, employees, and contractors with respect to the performance of its obligations or the exercise of any of its rights under these Special Terms and Conditions for MyDebit Services;
- (b) any claim by a Cardholder, the Bank, Issuer, MyDebit Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
- (c) the failure of the Indemnifying Party to observe any of its obligations under these Special Terms and Conditions for MyDebit Services; or
- (d) any use of the MyDebit Brand by the Indemnifying Party other than as permitted by the MyDebit Brand Guideline issued by the MyDebit Operator,

except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 5.1 (a) to (d).

- 5.2 Notwithstanding Clause 5.1 above, if the Bank becomes insolvent, the Merchant hereby agrees to indemnify the MyDebit Operator from all claims, losses, damages, penalties, suits, costs, and expenses (including reasonable legal fees) at all times (Clause 5.2 is only applicable for MyDebit Operator's appointed Third Party Acquirer).
- 5.3 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 5.1 or 5.2, that party must:
 - a. Give notice of any such claim to the other party;
 - b. Consult with the other party in relation to any such claim; and
 - c. Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 5.4 The Bank is not liable to the Merchant for any loss or damage suffered by the Merchant as result of the delay or disruption caused by any system failure beyond the Bank's reasonable control.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

5.5 For the purpose of this clause, loss or damage includes any consequential or economic loss or damage.

6. **Suspension and Termination**

Suspension

6.1 The Bank, as the case may be, reserves the right to suspend the participation of the Merchant in the MyDebit Services by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:

6.1.1 The Bank has determined that the Merchant breached these Special Terms and Conditions for MyDebit Services or any applicable rules, guidelines, regulations, circular or laws;

6.1.2 The Merchant fails to remedy the breach described in Clause 6.1.1 to the Bank's satisfaction;

6.1.3 The Bank has determined that the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the MyDebit Services;

6.1.4 A Court order has been granted which affects the legal status of the Merchant;

6.1.5 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;

6.1.6 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or

6.1.7 The Merchant is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the MyDebit Services;

6.1.8 The Bank has received complaints from other Merchant(s), other bank(s), Issuer or Cardholder that the Merchant is engaging in fraudulent activity in connection with the MyDebit Services; or

6.1.9 The Merchant has been suspended from the MyDebit Services by other bank(s) due to breach of provisions of these Special Terms and Conditions for MyDebit Services or any applicable rules, guidelines, regulations, circular or law;

6.2 Upon suspension of the Merchant's participation in the MyDebit Services:

6.2.1 The services provided under MyDebit Services will be suspended immediately;

6.2.2 The Merchant will no longer be able to offer MyDebit Services;

6.2.3 The Merchant will stop accepting payments from the Bank/ MyDebit Operator (through DMS);

6.2.4 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to MyDebit Services;

6.2.5 The Merchant must remove all MyDebit Brand from the Merchant's marketing collaterals, channels and website; and

6.2.6 The Merchant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Cardholder of the suspension.

Termination

6.3 The Bank, as the case may be, reserves the right to terminate the Merchant's participation in the MyDebit Services under the following circumstances, which includes, but not limited to:

6.3.1 These Special Terms and Conditions for MyDebit Services between the Merchant and the Bank are terminated or expired;

6.3.2 The Bank has determined that the Merchant has breached these Special Terms and Conditions for MyDebit Services, or the terms and conditions stipulated in the MyDebit Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;

6.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under these Special Terms and Conditions for MyDebit Services to the satisfaction of the Bank within a time period as specified in the notice of the default given by the Bank;

6.3.4 The Bank has determined that the Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the MyDebit Services;



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 6.3.5 A Court order has been granted which affects the legal status of the Merchant;
- 6.3.6 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
- 6.3.7 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or
- 6.3.8 The Bank's membership in the MyDebit Services or RENTAS is terminated or suspended and the Merchant has not appointed a replacement Acquirer.

6.4 Upon termination of the Merchant's participation in the MyDebit Services, the Merchant must cease all promotional and advertising that is related or can be perceived to be related to the MyDebit Services.

6.5 Termination of the Merchant's participation in the MyDebit Services shall not extinguish any outstanding right or liability arising under this Agreement or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as reflected in these Special Terms and Conditions for MyDebit Services.

7. Advertisement and Use of Logo

7.1 The MyDebit Operator owns all rights, titles and interest in the MyDebit Brand and the MyDebit Operator and/or the Bank may specify and may at any time amend the requirements relating to the use and/or display of the MyDebit Brand.

7.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the MyDebit Operator based on the MyDebit Brand Guidelines.

7.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with MyDebit Brand, as required or consented to by the MyDebit Operator and/or the Bank.

7.4 The Merchant shall only use the MyDebit Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payment requests through the MyDebit Services.

7.5 The MyDebit Operator and/or the Bank have the right to direct the Merchant to make changes to their use of the MyDebit Brand to rectify any non-compliance or potential non-compliance.

7.6 The MyDebit Operator through the Bank, may at any time, in its absolute discretion, direct a Merchant to cease using the MyDebit Brand where such use is in breach of these Special Terms and Conditions for MyDebit Services or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as stipulated in these Special Terms and Conditions for MyDebit Services.

7.7 The Merchant must not use the MyDebit Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by the owner of the MyDebit Brand. The Merchant must not adopt "MyDebit" or any other MyDebit Brand as any part of the name of its business or apply it to any goods or services offered for sale.

7.8 The Merchant must immediately on becoming aware of any infringement or potential infringement of the MyDebit Brand, notify the Bank.

8. Fees

The Merchant shall pay the Merchant Discount / Merchant Fee as specified in Clause 5.1 of the Merchant Card Service Terms And Conditions.

9. Disclaimer

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

10. Cardholder's Disputes / Claims

10.1 If any dispute between the Cardholders and the Merchant arises in the course of the use of the MyDebit Services, the process used to resolve the disagreements among Cardholders and the Merchant shall be based on the Debit Card policy document by Bank Negara Malaysia.

10.2 The Merchant shall furnish information and assist the Bank to facilitate investigations related to Cardholder's disputed transactions, fraudulent transactions and requests for refunds in accordance with the following process and timelines.



MERCHANT CARD SERVICE TERMS AND CONDITIONS

- 10.3 If a valid request to recover funds was received by the Merchant within sixty (60) days of the Cardholder's MyDebit payment, the Merchant shall address the Cardholder's disputes / claims to the Cardholder's satisfaction.
- 10.3.1 The Cardholder may submit requests for refund to the Merchant after MyDebit payment has been made, for the following reasons:
- a. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency; and/or
 - b. the Cardholder's bank account was erroneously debited multiple times for a single purchase or charged with an incorrect amount by the Merchant.
- 10.3.2 Upon receiving a request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.
- 10.4 The Merchant may provide concrete evidence to contest the claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in Clause 10.3.2 or the evidence does not conclusively refute the Cardholder's refund claim, the Merchant is required to refund the purchase proceeds to the Cardholder within three (3) Business Days. Evidence furnished by a Merchant to refute a refund claim is deemed to be sufficient if both the Issuer and the Bank are fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.
- 10.5 If the Merchant is not able to adequately refute a refund claim in accordance with Clause 10.4, the Bank shall have the right to debit any of the Merchant's account(s) maintained with the Bank for the recovery of the disputed sum, either entirely or partially.
11. **Dispute Resolution**
- 11.1 The Bank and Merchant shall establish a mechanism for resolution of dispute transactions.
- 11.2 All decisions rendered by the MyDebit Operator in response to complaints from the Merchant shall be binding on the Bank.
- 11.3 Referring allegations of non-compliance to the MyDebit Operator does not preclude the right of the Merchant to take the dispute to the respective industry arbitration or mediation bodies.
12. **Confidentiality**
- 12.1 The Merchant shall treat any information it receives or possess as result of these Special Terms and Conditions for MyDebit Services, as confidential and will not use such information other than for the purposes which it was given.
- 12.2 The Merchant shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.
- 12.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the MyDebit Services or these Special Terms and Conditions for MyDebit Services.
- 12.4 Clause 12.1 shall not apply to information which:
- a. Is lawfully obtained by the Merchant from third parties without any obligation by the Merchant to maintain the information proprietary or confidential;
 - b. Is independently developed by the Merchant without reference to or by using the Bank's information;
 - c. Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Merchant is required by law to make such disclosure. The Merchant shall give notification to the Bank as soon as practical prior to such disclosure being made.
13. **Personal Data Protection**
- 13.1 The Merchant consents to the provision and use of information supplied to the MyDebit Operator and/or the Bank in connection with the MyDebit Services. The Merchant further agrees to notify the MyDebit Operator and/or the Bank in writing of any update to any such information as soon as it is aware that the information so supplied in connection with the MyDebit Services has become out-dated.
- 13.2 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Bank, Issuer and MyDebit Operator to breach any personal data protection laws.
14. **Force Majeure**

MERCHANT CARD SERVICE TERMS AND CONDITIONS

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

15. Fraud and Security

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

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

16. Definitions and Interpretation

16.1 Where not defined in the Merchant Card Service Terms And Conditions, definitions of frequently used terms in these Special Terms and Conditions for MyDebit Services are as follows:

Term	Description
“Acquirer”	Participants authorized by PayNet or Bank Negara Malaysia to recruit merchants and to deploy MyDebit terminals to support the MyDebit scheme.
“Third Party Acquirer”	A non-financial institution authorized by PayNet or Bank Negara Malaysia to recruit merchants and to deploy MyDebit terminals to support the MyDebit scheme.
“DMS”	Direct Merchant Settlement is a system which facilitate settlement process directly to the Merchant.
“MyDebit Brand”	The brand, icon, logo and marks for MyDebit.
“MyDebit Operator”	The payment system operator for MyDebit Services i.e. Payments Network Malaysia Sdn Bhd.
“MyDebit Services”	A card payment scheme that allows MyDebit Cardholders to purchase goods / services and withdraw cash at participating Merchant’s outlets by debiting directly from the Cardholders’ nominated savings / current account.
“Operational Procedures”	The Operational Procedures for MyDebit which are prescribed and issued by MyDebit Operator and will include any variation, addition, amendment or modification made from time to time.
“Participant”	Any Participant as defined in the Participation Rules (<i>being the rules for the Retail Payment Services which govern the operation of PayNet’s Retail Payment Services and set out the rights and obligations of PayNet and Participants</i>), acting as Issuer / Acquirer / Third Party Acquirer.

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