

# OCBC BANK (MALAYSIA) BERHAD

## TERMS AND CONDITIONS GOVERNING MERCHANT CARD SERVICES

The following Terms and Conditions shall govern all Merchant(s) participating in the merchant card services with OCBC Bank (Malaysia) Berhad ("Bank"). These Terms and Conditions form a legal agreement that is binding between the Merchant and the Bank when the Merchant have signed and the Bank have approved and signed the Merchant Application Form.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expression shall have the following meanings except where the context otherwise requires:

**"Agreement"** means collectively the Merchant Application Form and this Terms and Conditions;

**"Association"** means VISA Inc., MasterCard Incorporated, Payment Network Malaysia or any other card associations for which the Bank has agreed to provide Card processing services pursuant to this Agreement;

**"Bank"** means OCBC Bank (M) Berhad (Company no.199401009721 / 295400-W) and its successors in title;

**"Merchant Discount"** means the amount chargeable by the Bank to the Merchant at the agreed rate in per centum of the value of the transaction set out in the merchant application form. The discount rates may from time to time be revised by the Bank and agreed to by the Merchant;

**"Business Day"** means a day on which the Bank is open for business in Malaysia and excludes public holidays;

**"Card"** means a Contactless Credit Card, Master Card, MyDebit Card, Visa Card or any credit, debit, prepaid or charge card duly issued pursuant to the Rules or any other card associations for which the Bank has agreed to provide Card processing services pursuant to this Agreement;

**"Cardmember"** means the person who is issued with or authorised to use a Card;

**"Card Transaction"** means the transaction by which a purchase is made by a Cardmember by the use of a valid Card or Contactless Credit Card;

**"Credit Slip"** means a document supplied by the Bank to the Merchant or any voucher, note or any other form issued to the Cardmember by the Merchant for the purpose of recording the credits given to a Cardmember upon the terms in accordance with Clause 13 of this Terms and Conditions;

**"Contactless Credit Card"** means a credit card incorporating the Contactless Feature;

**“Contactless Feature”** means a feature incorporated into the Contactless Credit Card which allows a Cardmember to pay for goods and/or services by tapping on or waving the Contactless Credit Card at a Contactless Terminal;

**“Contactless Terminal”** means any contactless readers or terminals which are provided, arranged or authorised by the Bank to facilitate the processing of any Contactless Credit Card transactions;

**“Deposit Slip”** means a document supplied by the Bank to the Merchant for the purpose of recording a summary of all Sales Slips and Credit Slips submitted to the Bank for payment;

**“E-Commerce Services”** means the electronic commerce payment services subscribed by Merchant and provided by the Bank through the use of the MasterCard Payment Gateway Services;

**“Electronic Communication”** means each transmission of data, information, payment requests, refund requests, instructions, authorisations, messages and other communication effected via the System and through the internet;

**“E-commerce Transactions”** means the exchange of goods and/or services for payment made between the Cardmember and Merchant via electronic communications;

**“Electronic Terminals”** means any point-of-sale terminals including Contactless Terminal, which are provided, arranged or authorised by the Bank to facilitate the processing of the Card transaction and placed at the Merchant's and its selected agents' designated premises and connected to one or more computers of the Bank to transmit authorisation enquiries, to obtain the authorisation code number required and record transactions executed at such locations;

**“Fallback”** means the instruction displayed on the Electronic Terminal requiring the Merchant to proceed to process a previously unsuccessful transaction processed using the “chip” by using the “magnetic stripe reader” portion of the Electronic Terminal to read and process the transaction using the “magnetic stripe” portion of the same Card;

**“Floor Limit”** means where the Electronic Terminal is not used, the maximum amount (as may from time to time be notified to the Merchant by the Bank) which may be charged against a Card in respect of any one transaction or in one day at any one service outlet of or operated by the Merchant in excess of which the Merchant must seek specific authorisation from the Bank prior to completing the relevant transaction and where an Electronic Terminal is used, the Floor Limit in respect of; each service outlet operated by the Merchant shall be Zero;

**“Mail-Order and/or Telephone Order”** means the Cardmember authorizes the Merchant to charge his card account for the purchase of goods or service provided by the Merchant. This transaction is agreed between Merchant and Cardmember via mail, telephone or through facsimile instructions and is completed without the presentation of the Cardmember's Card;

**"MasterCard"** means an unexpired credit or debit card validly issued by and with the authority of MasterCard Incorporated and bearing service marks owned and licensed by MasterCard Incorporated which marks include the word "MasterCard" and a MasterCard logo specified by MasterCard Incorporated;

**"MasterCard Payment Gateway Services"** means the electronic payment system through which merchants may make various electronic payment methods available to their customers. The MasterCard Payment Gateway System is included in the MasterCard Payment Gateway Services owned and operated by MasterCard.

**"Merchant"** means any retailer, firm or corporation and includes its successors in titles and their agents who pursuant to the Application and these Terms and Conditions agree to accept the merchant services;

**"Merchant Account"** means the account opened by the Merchant with the Bank pursuant to this Agreement;

**"Merchant Application Form"** means the form the Merchant have completed and submitted to the Bank to participate in the Merchant Card Services;

**"Merchant Card Services"** means the merchant card services of the Bank;

**"MyDebit Card"** means an unexpired Malaysian Debit Card validly issued by and with the authority of Payment Network Malaysia and bearing service marks owned and licensed by Payment Network Malaysia which marks include the word "MyDebit" and a MyDebit logo specified by Payment Network Malaysia and such other marks as may be adopted by Payment Network Malaysia;

**"Payment Facilitator Services"** means a Merchant(s) that performs any one or more of the services described in the Payment Facilitator Program Service;

**"POS"** means point-of-sales;

**"Rules"** means rules and regulations of each Association;

**"Sales Slip"** means a document supplied by the Bank to the Merchant for the purpose of recording the Card Transaction in connection with the provision of goods or services by the Merchant to the Cardmember or any electronic record that evidences a Cardholder having effected a Card Transaction

**"Security Devices"** means all verification codes, user identification codes, encryption, passwords, personal identification numbers, certificates and other security devices, codes and devices issued by the Bank or by any other party designated by the Bank;

**"Services"** means the services set out in **[Schedule 1]** to this Agreement, which are subscribed by the Merchant from the Bank as an acquiring bank.

**"Site"** means the Merchant's site on the internet at which goods and services are offered for sale or supply by the Merchant;

**“System”** means the system (comprising of software, hardware, equipment, cabling and data transmission) facilities operated or used for the transmission of Electronic Communications;

**"Visa Card"** means an unexpired credit or debit card validly issued by and with the authority of Visa Inc. and bearing service marks owned and licensed by Visa International which marks include: i) the word Visa and a VISA logo specified by Visa Inc; ii) the Visa Dove Design and such other marks as may be adopted by Visa Inc.;

**“Web Services API”** means the application programming interface which facilitates communication between the Merchant and the MasterCard Payment Gateway System, to enable the Services to be provided by the Bank to the Merchant. The Web Services API is detailed in the Web Services API Integration Guidelines, including sample code, and is required to be integrated into the Merchant’s payment system by the Merchant or its designated integrator.

1.2 The headings of the provisions of this Terms and Conditions are to facilitate reference only and shall not in any way affect the construction or interpretation thereof.

1.3 Unless the context otherwise requires, in this Terms and Conditions, words using the singular or plural number also include the plural or singular number respectively and words denoting any gender shall include all genders.

## **2. Merchant's Acceptance of Cards**

2.1 The Merchant shall accept and honour without discrimination valid Cards properly tendered for use, without imposing any conditions not required by the Rules, including but not limited to the charging of a premium, surcharge or the fixing of a minimum limit for such use or by allowing a discount or other incentive for the use of another means of payment.

2.2 The Merchant shall permit holders of valid Cards to charge purchases of goods and services and relieve the Cardmember from the obligation to pay the purchase price, provided that the Card Transaction complies with this Terms & Conditions.

2.3 The Merchant may use any payment card or any payment card network and where priority routing is set at the POS terminals the Merchant is to display a prominent notice on the merchant's prioritised payment card network.

2.4 The Bank does not restrict the Merchant from:

- (a) the number of payment card networks that may be routed at the POS;
- (b) routing or setting priority routing to route a Card Transaction made using a co-badged debit card to the payment card network of the Merchant's choice; and
- (c) giving equal prominence to a competing payment card network at the POS.

- 2.5 For the avoidance of doubt, a Card shall not be valid:
- (a) unless it is signed on the back by the Cardmember, its expiry date is on or after the date of the Card Transaction and it bears a genuine distinctive holographic device and/or other security feature as may be required by the Bank or the relevant card-issuing institution; and
  - (b) if the Merchant has received notice of invalidity or cancellation of the same from the Bank or the relevant card-issuing institution.
- 2.6 The Merchant shall hold on to the Card while making an authorisation request. If, in response to an authorisation request, the Merchant is advised to retain the Card or is given any other instructions by the Bank, the Merchant shall use its best efforts (by reasonable and peaceful means) to comply with such advice or instructions and shall ensure that no affray, assault or personal injury to any person or damage to any property shall arise as a result of its compliance with the Bank's advice or any other instructions. The Merchant shall indemnify the Bank from and against all actions, proceedings, claims, demands or losses suffered by the Bank arising out of or in connection with any such affray, assault, injury to persons or damage to property.

### **3. Card Transactions and Authorisation**

- 3.1 The Merchant agrees to abide by all manuals, instructions and other requirements imposed by the Association and/or the Bank in completing a transaction involving the use of any Card.
- 3.2 Except where an Electronic Terminal is used, the Merchant shall seek authorisation from the Bank for any Card Transaction :
- (a) which is above the Floor Limit, or the amount of which, when aggregated with other Card Transactions charged against the same Card, would exceed the Floor Limit;
  - (b) which is a recurring transaction, an order concluded by telephone or mail or a pre-authorised order;
  - (c) where the Merchant believes or there exist reasons to believe that the Card presented may be counterfeit or stolen or where the account number given appears to be invalid;
  - (d) in which the signature on the Sales Slip appears to differ from that on the Card presented;
  - (e) where, in the case of a Visa Card only, the first four digits of the account number embossed on the face of the Card presented are not identical to the four digits pre-printed on the face of the said Card immediately above them or on the back of the said Card (as the case may be); or

- (f) in which there are other facts and/or circumstances which cause the Merchant or would otherwise cause a person exercising reasonable care and diligence, to be suspicious.
- 3.3 Where an Electronic Terminal is used, the Merchant shall seek authorisation for all Card Transactions, regardless of value.
- 3.4 The Merchant shall ensure that all goods purchased and services received in the same transaction are recorded in a single Sales Slip and shall not effect any Card Transaction where only part and not the entire amount due is reflected in the relevant Sales Slip except where:
  - (a) the balance of the amount due is paid by the cardmember at the time of sale in cash or by cheque;
  - (b) the goods shall be delivered or the services shall be performed at a later date and one Sales Slip represents a deposit and the second Sales Slip represents payment of the balance provided that the validity of the second Sales Slip shall be conditional upon delivery of the goods or performance of the services. The Merchant shall note on the Sales Slip the word "deposit" or "balance", as the case may be. The Sales Slip labelled "balance" shall not be presented by the Merchant until the goods are delivered or the services are performed, as the case may be.
- 3.5 Each Sales Slip issued by the Merchant shall contain, amongst other things, the following:
  - (a) the authorisation code number evidencing any authorisation obtained;
  - (b) a description of the goods and services sold and the price thereof (including any applicable taxes) containing such details as are sufficient to identify the Card Transaction;
  - (c) the date of the Card Transaction;
  - (d) the signature of the cardmember on the Sales Slip which shall correspond with the signature on the Card presented;
  - (e) where required, the CVV2/CVC2 value or the last three digits of the account number pre-printed on the face or on the back of the Card presented, as the case may be.

The Merchant shall deliver to the cardmember a true and complete copy of the Sales Slip.

#### **4. Electronic Terminal**

- 4.1 The Electronic Terminal shall remain the property of the Bank and nothing contained in the Agreement shall confer or be deemed to confer any interest in the Electronic Terminal to the Merchant. The Bank retains all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied or installed in the Electronic Terminal (the "**Software**") and the Merchant shall have only a non-exclusive license to use the Software in the operation of the Electronic Terminal. The Electronic Terminal and all connecting equipment shall be returned to the Bank in good order upon termination of the merchant service.
- 4.2 Upon installation of an Electronic Terminal whether at the Merchant's premises or at the selected agents' premises, the Merchant shall:
- (a) ensure that each Electronic Terminal is operated at all times in a proper and correct manner in accordance with the manufacturer's operating instructions and such other instructions as the Bank may provide to the Merchant from time to time;
  - (b) ensure that the installation and operation of the Electronic Terminal does not contravene any laws, by-laws, rules or other regulations applicable to it;
  - (c) ensure that at all times during the ordinary business hours of the Merchant at least one member of the Merchant's staff properly trained to operate the Electronic Terminal is available to operate it;
  - (d) ensure that the Electronic Terminal is at all times in its possession and control, and the Merchant shall not remove the same from its premises, or permit the Electronic Terminal to be so affixed to the premises so as to become fixtures;
  - (e) allow the Bank or the Bank's contractors at any time to inspect, maintain or repair each Electronic Terminal with a view of ensuring that the same is operating at all time in a proper manner. The Merchant shall pay to the Bank the amount certified by the Bank as the cost to the Bank for effecting such maintenance or repair of each Terminal;
  - (f) ensure that the Electronic Terminal including the markings thereon and the Software are not opened, modified, disassembled or otherwise interfered or tampered with save and except with the written approval of the Bank;
  - (g) be fully responsible for any loss or damage to the Electronic Terminal installed at its premises whether the same is caused by fire, theft, vandalism or otherwise, and shall reimburse the Bank the full cost of the Electronic Terminal. Any proposed replacement of the Electronic Terminal shall be subject to the Bank's approval in writing;

- (h) be fully responsible for any loss, damage or injury sustained by a third party arising from or in connection with the use of the Electronic Terminal or as a result of any loss or damage to the Electronic Terminal and the Merchant shall indemnify and keep indemnified the Bank against such loss, damage or injury;
- (i) promptly report any malfunction, breakdown of, or damage to, the Electronic Terminal to the Bank and ensure that the same is kept in the place and in the manner required by the Bank and punctually pay for all repairs to the Electronic Terminal carried out by the Bank or person(s) authorised on their behalf;
- (j) ensure that every Card presented is properly verified and swiped through the Electronic Terminal to obtain an authorisation from the Bank prior to the completion of any Card Transaction in which an Electronic Terminal is used;
- (k) contact the Bank immediately if the response from the Electronic Terminal for the Card Transaction is 'Referral' or 'Call Bank' or 'Refer to Bank' or similar message (in which event the Merchant shall not be permitted to swipe the said Card again through the Electronic Terminal for a similar, lower or higher amount). In the event that any Electronic Terminal is malfunctioning, has broken down or has gone off-line, the Merchant shall:
  - (i) immediately inform the authorised vendors of or authorised service providers relating to the Electronic Terminal (as specified by the Bank from time to time), or the Bank, of such event; and
  - (ii) revert to manual authorisation of Card Transactions by obtaining an authorisation code from the Bank by telephone for all transactions and completing the Sales Slip using the offline Electronic Terminal.
- (l) ensure Cards that with “chip” embedded on it, shall first use the “chip” reader slot on the Electronic Terminal to read the Card data / record contained in the “chip” portion of the Card to process and seek authorisation / approval from the Bank to complete the Card Transaction and such “Chip” embedded Cards shall not use the “magnetic stripe” reader to process and seek authorisation /approval from the Bank to complete the Card Transaction;
- (m) in the event the Card presented does not have a “chip” embedded on it or in the event the “chip” transaction processing results in the “Fallback” instruction being displayed on the Electronic Terminal, the Merchant shall then use the “magnetic stripe” reader of the Electronic Terminal to read the Card data and record contained in the “magnetic stripe” portion of the Card to process and seek authorisation or approval from the Bank to complete the Card Transaction;



- (n) perform "Settlement" function in the Electronic Terminal on the daily basis, which electronically submits all the Card transactions captured by the Electronic Terminal to the Bank for payment. Failure which entitles the Bank to charge the Merchant a Late Settlement/Submission Fees equivalent to 1.0% of the Card Transaction amounts if the "Settlement" is delayed;
- (o) prohibit the "Split Sales Transaction" and shall not attempt to further use the previous unsuccessful Card to process and complete the Card Transaction. "Split Sales Transaction" shall refer to two (2) or more payment transactions where the merchant in a deliberate attempt to avoid single authorisation or single approval from the Bank, the merchant splits the single day's Card Transaction into two or smaller value transactions using one (1) or more Cards bearing the same date;
- (p) for the Contactless Credit Card transaction, the Merchant shall ensure that the following procedure and those other procedures notified by the Bank from time to time are strictly observed and complied with:
  - (i) Only be used to process the Contactless Credit Card transaction for transaction not exceeding RM250.00 or such other amount as notified by the Bank at its absolute discretion from time to time. In this respect, the Merchant shall ensure no Split Sales Transactions are performed;
  - (ii) The Cardmember shall be allowed to "tap" or "wave" their Contactless Credit Card on the Contactless Terminal to initiate processing of the Contactless Credit Card transaction. The Cardmember shall not be required to hand their Contactless Credit Card to the Merchant;
  - (iii) The Merchant shall ensure that the Contactless Credit Card transaction amount using the Contactless Credit Card has been properly authorised or approved by the Bank and that a Sales slip is legibly printed by the Contactless Terminal and examine the Contactless Credit Card transaction details printed on the Sales Slip;
  - (iv) The Merchant is not required to obtain the signature of the Cardmember on the Sales Slip.

The Merchant agrees to indemnify the Bank for any loss or damage suffered as a result of the Merchant's failure to operate any Electronic Terminal in the aforesaid manner.

- 4.3 The Bank makes no representation and warranty, whether express, implied, statutory or otherwise, with respect to the effectiveness of the Electronic Terminal. The Merchant agrees and acknowledges that the Electronic Terminal is installed and used at the Merchant's own risk and the Bank shall

in no event be liable under any circumstances for any financial loss as a result of the inaccuracy of any information provided by the Electronic Terminal or any other incidental or consequential, direct or indirect damages or loss, including loss of profit, damages to any structure, its contents, death or personal injury to any third party.

- 4.4 The Merchant covenants and acknowledges that if an Electronic Terminal is utilised for a Card other than Visa Cards and MasterCard issued by the Bank, the Merchant shall make known the terms of this Clause 4 to the relevant card-issuing institution, and shall indemnify the Bank from any claims made by any such institutions.
- 4.5 The Electronic Terminal may be placed at the premises of the selected agents of the Merchant with the Bank's prior written consent on condition that the Merchant procures the agents' agreement to comply with the same terms and conditions on the use and control of the Electronic Terminal imposed on the Merchant by the Bank. Notwithstanding this provision, the Merchant shall be responsible for the use, damage or loss to any such Electronic Terminals placed at the selected agents' premises.

## **5. Mail Order and/or-Telephone Order Transaction**

- 5.1 Where the Merchant participate in a mail order and/or telephone order programme ("MOTO Programme"), the Merchant shall:
- (a) agree that merchant discount may be fixed by Bank from time to time;
  - (b) be aware that the mail, telephone or facsimile instructions may be superimposed fraudulently or without proper authority. The Bank shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by the Merchant as a result of any fraudulent instructions or authorizations given to the Merchant to charge the Cardmember's account;
  - (c) undertake to indemnify the Bank and to keep the Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with any such mail, telephone or facsimile instructions or acting upon or carrying out of any such mail, telephone or facsimile instructions or the taking steps in connection with or in reliance upon any such mail, telephone or facsimile instructions;
  - (d) The Merchant MUST have an Authorisation Form/Letter duly signed by the Cardmember to agree to the charge to the Cardmember's account;
  - (e) The floor limit is NIL for both Visa Card and MasterCard cards transactions;

- (f) A new Authorisation code must be obtained by the Merchant for every Card Transaction made;
- (g) All transactions presented must be made on Sales Slip or agreed Forms and accompanied by the Authorisation Form / Letter by Cardmember;
- (h) In the event that the Issuing Bank refuses to honour any of the transactions presented or makes a chargeback to the Bank even if the transactions are properly authorised, we will, in accordance to the Term & condition be entitled to recover the full chargeback amount from the Merchant.

5.2 For the avoidance of doubt, Clauses 3 to 4 as well as all other references to “Electronic Terminals” shall not apply to the Merchant participating in the MOTO Programme unless such Merchant is also involved in over-the-counter retail transactions, in which case, the said Clauses 3 to 4 shall apply, but only to the Merchant’s over-the-counter retail transactions.

## **6. Instalment Payment Plan Programme**

6.1 Where the Merchant participate in an Instalment Payment Plan Programme (“IPP Programme”), the Merchant shall:

- (a) agree that merchant discount may be fixed by Bank from time to time;
- (b) only valid for transaction made with a credit card, issued by the Bank;
- (c) be aware that the Bank is entitled to prescribe the minimum purchase amount to be entitled for the Instalment Payment Plan and the minimum and maximum number of instalments to be offered;
- (d) avail the Cardmember the option to pay to Bank the Purchase Price to be debited from the Cardmember’s credit card Account by monthly instalments;
- (e) strictly ensure that goods and/or services supplied pursuant to the Instalment Payment Plan is not subjected to any surcharge or mark up in price;
- (f) perform the following when using manual form:
  - (i) procure that the Eligible Cardmember completes and signs an application to charge the Monthly Instalments to his/her Card, and to authorise us to debit the Monthly Instalments from the Eligible Cardmember’s Card Account in the form attached to this agreement as Schedule 3 or as may be amended by us at any time and from time to time or is otherwise acceptable to us (“Application”);

- (ii) seek the Bank's prior approval of the application for Instalment Payment Plan ("Application") by telephone or by such other means as the Bank may from time to time prescribe before permitting the Cardmember to charge the monthly instalments to Cardmember's credit card. The Merchant shall comply with such procedures notified by the Bank and provide the Bank with such information concerning the Application as the Bank may require from time to time;
  - (iii) print out the email confirmation/fax confirmation from the Bank with the "Approval Code" and send to the Bank the confirmation with the completed and signed Application;
  - (iv) submit the Bank's Copy of the Application duly completed and signed by the Cardmember within seven (7) Business Days by mail from the date of the Bank approval's of that Application and in any event, not later than seven (7) Business Days from the date of bank approval of that Application. In submitting to the Bank the Application, the Merchant shall be deemed to have warranted and represented to Bank that all the details stated in the Application are true complete and correct in all respects.
- (g) comply with the procedures (for goods and/or services supplied by way of orders placed pursuant to any of the Merchant's catalogues, leaflets, mail-order flyers or other similar materials) as below:
  - (i) Merchant shall wait for receipt of a Purchase Order addressed to merchant by us before effecting any delivery of any goods to the Eligible Cardmember(s). The Bank may batch Purchase Orders for several customers if the bank consider it expedient.
  - (ii) the Bank shall in addition to receipt of any other documentation as specified in this Agreement or as required by the Bank only make payment to the Merchant for the particular Application upon production of proof of receipt by the Cardmember of the goods/services ordered as may be acceptable to the Bank (such as an Invoice, Delivery Order or other acknowledgment signed by the Cardmember) or, if the Bank may in the Bank's discretion so accept, proof of despatch (such as a courier consignment note);
  - (iii) Where any dispute arises by way of a complaint by any Cardmember that the Cardmember has not received goods apparently already delivered and the Cardmember wishes to cancel the transaction, the Merchant shall refund to the Bank all amounts paid to the Merchant pending conclusion of the matter if the Bank's preliminary investigation indicates that the Cardmember may actually not have received the goods.

6.2 In the event that:

- (a) any Application submitted to the Bank pursuant to Clause 6.1.f does not contain an Approval Code issued by the Bank or contains an incorrect Approval Code; or
- (b) any of the information stated on any Application submitted to Bank pursuant to Clause 6.1.f differs in any way from the information disclosed by the Merchant to the Bank in seeking the Bank's approval under Clause 6.1.f.ii; or
- (c) any Application is not submitted to the Bank within seven (7) Business Days from the date of the Bank's approval of that Application; or
- (d) the Merchant fail or omit to comply with any provisions under this Terms & Conditions;

then, without prejudice to any other rights or remedies available to the Bank, the Bank shall be entitled to refuse or withhold any payment to the Merchant of the amount approved pertaining to that Application and, if any payment in respect of any amount pertaining to that Application has been made to the Merchant, the Bank shall be entitled to an immediate refund of the full amount of the payment made.

6.3 The Merchant shall resolve all disputes or differences on the quality or quantity of the goods and/or services with the Cardmember who opt for the Instalment Payment Plan directly. In particular the Bank will not be concerned with or held liable for any inadequate, defective or damaged goods and/or services or other disputes between Cardmember and the Merchant.

## **7. E- Commerce**

7.1 Where the Merchant subscribes for the E-Commerce Services from the Bank, the Merchant shall be solely responsible for:

- (a) establishing, hosting and maintaining its Site and its connection to the internet. The Merchant shall not abandon the Site or change the address of the Site without the prior approval of the Bank and without making proper and satisfactory arrangement for persons attempting to gain access to the original address of the Site to locate the new address of the Site with ease; and
- (b) the security, proper use and maintenance of any software, hardware and equipment used or operated by the Merchant in hosting and maintaining its Site and to ensure that the same are virus-free and do not transmit any virus.

7.2 The Bank will provide the E-Commerce Services to the Merchant through the use of the MasterCard Payment Gateway Services, and the Merchant hereby agrees to the integration of the Web Services API into the Merchant's system by the Merchant or its designated integrator in order to utilize the E-Commerce Services. The Merchant further agrees that from time to time, MasterCard Incorporated may require updates to the Web Services API, which will be communicated to the Merchant via the Bank.

7.3 The Merchant:

- (a) agrees that merchant discount may be fixed by the Bank from time to time and notified to the Merchant;
- (b) acknowledges that MasterCard Incorporated has granted to the Bank a personal, non-transferable, non-exclusive right to use the Web Services API for the term of the agreement between MasterCard Incorporated and the Bank, pursuant to which the Bank is empowered to sub-licence its right to use the Web Services API to the Merchant to enable the Merchant to receive the E-Commerce Services from the Bank, subject to this Agreement;
- (c) agrees and undertakes to comply with the provisions set out in **Schedule 2** hereof governing the sub-licensing of the Web Services API to the Merchant and shall not do anything or omit to do anything which may cause MasterCard Incorporated to revoke or terminate the Web Services API licence;
- (d) undertakes to take all necessary steps to ensure that the Merchant's systems and where applicable, any custom integration or third party electronic commerce application on the Merchant's Site shall comply with such latest standards and operational requirements imposed by MasterCard Incorporated to enable integration with the MasterCard Payment Gateway Services at all times;
- (e) undertakes to maintain the Merchant's systems, software, hardware and equipment in good working order and to repair and correct any deficiencies, errors or defects whenever necessary for the MasterCard Payment Gateway Services to operate properly and in accordance with MasterCard Incorporated's requirements and to promptly install and make changes necessary to give effect to updates to the Web Services API whenever such updates are communicated to the Merchant;
- (f) undertakes to give prior notice to the Bank if and before the Merchant makes any changes to the Merchant's software, hardware and/or systems which may have any material impact on the integration with the MasterCard Payment Gateway Services; if required the Merchant undertakes to render information and cooperation for tests to be conducted on the compatibility of the proposed changes with the MasterCard Payment Gateway Services failing which the Bank may not be able to render the E-Commerce Services to the Merchant;

- (g) acknowledges and agrees that neither the Bank nor MasterCard Incorporated shall be liable for any loss or damage arising from the Merchant's failure to perform its duties and obligations set out in clauses 7.3(b), (c), (d) and (e) above and the Merchant shall indemnify the Bank fully from and against all losses, damages, claims, liabilities, costs, fees and expenses whatsoever;
- (h) understands and agrees that all data pertaining to the Card Transaction including but not limited to the particulars of the Cardmember, the Card, the transaction amount, the goods and/or services purchased, etc. will be processed by the MasterCard Payment Gateway Services, before the same are transmitted to and received by the Bank's systems for processing for purposes of rendering the E-Commerce Services to the Merchant under this Agreement;
- (i) undertakes to obtain the consent of each Cardmember making payment to the Merchant through the MasterCard Payment Gateway Services, for all information pertaining to the Card Transaction, including but not limited to the particulars of the Cardmember, the Card, the transaction amount, the goods and/or services purchased, etc. to be transmitted to MasterCard Incorporated and the Bank to perform the E-Commerce Services for the Merchant;
- (j) acknowledges that the Bank makes no representation or warranty as to, and the Bank disclaims and excludes all liability in respect of, the usefulness, suitability, merchantability quality or suitability for any particular purpose of the MasterCard Payment Gateway Services, the Web Services API or any related documentation or any services thereby provided or performed, or that the Web Services API or any related documentation is error free or will operate uninterrupted;
- (k) agrees to abide by any rules, regulations, directives, guidelines and/or instructions which may be issued by VISA Inc., MasterCard Incorporated or any other Card operator and/or the Bank from time to time pertaining to the use and/or acceptance of Card Transactions;
- (l) comply with the Bank's procedures and practices which may be prescribed by the Bank from time to time relating to the transmission of Electronic Communication and pertaining to the access and use of the MasterCard Payment Gateway Services including the use of Security Devices designed to verify the origination of Electronic Communications sent by the Merchant to the Bank; and
- (m) display the logos and names of the Cards on the Merchant's promotional materials and at Site and inform the public that the use of the Cards will be accepted by the Merchant but must not indicate that any of the Associations endorses the Merchant's goods or services. The Merchant's right to use or display such logos and names will continue for so long as the Agreement remains in full force and effect

unless the Merchant is notified by the Bank to cease such usage or display during the term of the Agreement, whereupon such right shall forthwith cease.

- 7.4 The Merchant will be provided with user account(s) on the MasterCard Payment Gateway Services to enable the Merchant to receive the E-Commerce Services under the Agreement. The Merchant shall be solely responsible to ensure that proper security practices are employed to prevent unauthorized or inappropriate use of the user account(s). The Merchant acknowledges MasterCard Incorporated's right at its absolute discretion to revoke any user account if MasterCard Incorporated detects unauthorized or inappropriate use, or MasterCard Incorporated may revoke access if the access poses a security risk or its use is deteriorating the performance of the MasterCard Payment Gateway Services.
- 7.5 The Bank will issue Security Devices to the Merchant to access the MasterCard Payment Gateway Services for the purposes of receiving the E-Commerce Services. The Merchant represents and warrants that it has established and shall maintain effective safeguards and controls over the security and confidentiality of the Security Devices to ensure that access to and use of the MasterCard Payment Gateway Services is secure and available only to authorized persons and safeguards are in place to ensure that the Security Devices are not misused or disclosed to unauthorized persons. The Merchant shall be fully liable for any unauthorized disclosure or use of the Security Devices issued to the Merchant. The Merchant further acknowledges that the Bank may at any time at its sole discretion forthwith invalidate the Security Devices without assigning any reason therefore without prior notice and shall not be responsible for any loss or damage suffered by or caused to the Merchant or arising out of or in connection with or by reason of such invalidation.
- 7.6 The MasterCard Payment Gateway Services will process Card Transactions performed at the Merchant's Site and transmit to the Bank at such periodic intervals as MasterCard Incorporated shall determine, records of the Card Transaction(s) for the Bank's processing pursuant to the Agreement. Each such transmission of data is an Electronic Communication as defined above. The Merchant acknowledges that all Electronic Communications (whether authorized by the Merchant or not) are irrevocable and binding on the Merchant upon transmission and the Bank shall be entitled to effect, perform or process Electronic Communications without the Merchant's further consent and without any further reference to the Merchant and the Bank shall have no obligation to investigate the authenticity or authority of the persons effecting the Electronic Communication. The Merchant acknowledges the risks associated with transmitting Electronic Communications.
- 7.7 The Bank shall not be liable for any loss, theft, disappearance of or damage to data transmitted by dateline or other means of electronic transmission that occurs during such transmission. The Merchant shall bear all risks of loss of items, records, data and materials during transmission from the Merchant to the System or any other Bank system operated by the Bank.



- 7.8 The Bank does not warrant the absence of breakdowns, operational failures, unavoidable delays or other similar causes which are outside the Bank's control and the Bank shall have no liability for any loss, liability, cost, damage or expense resulting directly or indirectly from any such cause.
- 7.9 Save where it is caused by the Bank's wilful misconduct or negligence, the Bank shall not be liable for any losses, damages, claims, liabilities, costs, fees and expenses whatsoever in connection with the data, computations and services provided and/or performed by the MasterCard Payment Gateway Services.
- 7.10 The Merchant agrees to check all output information produced by MasterCard, including but not limited to statements, to determine if such information is correct, and will promptly report any errors discovered in such information to the Bank, to enable the Bank to report the same to MasterCard Incorporated. Neither the Bank nor MasterCard Incorporated shall be liable for any losses, damages, claims, liabilities, costs, fees and expenses caused by MasterCard Incorporated's failure to perform any of its obligations under this Terms & Conditions not reported to MasterCard Incorporated within 45 days from the day when such failure to perform is known to or should have been known to the Merchant.
- 7.11 The Merchant shall obtain approval and authorisation from the Card issuer through MasterCard Payment Gateway Services for each Card Transaction.
- 7.12 The Merchant shall submit records of Card Transactions (including Credit Slips) to the Bank within three (3) Business Days after date of the Card Transaction in each case.
- 7.13 The Merchant shall provide a Sales Slip to the Cardmember and to the Bank in respect of each Card Transaction containing the following information:
- (a) the Merchant's name and on-line address;
  - (b) Card Transaction amount or refund amount currency (which shall only be in Ringgit Malaysia) of the Card Transaction and Card Transaction date;
  - (c) the purchaser's name;
  - (d) a description of goods and/or services sold or supplied; and
  - (e) the Merchant's policy of returns and refunds of the goods and services offered on the Site (if applicable).
- 7.14 Refund by Merchant:
- (a) If in respect of any Card Transaction, goods and/or services are accepted for return or refund by the Merchant, no cash refund shall

be made to the Cardmember but the Merchant shall deliver promptly to the Bank a Credit Slip evidencing such refund;

- (b) The Merchant shall immediately after any Credit Slip has been submitted to the Bank, pay to the Bank the amount of such refund and the Merchant hereby irrevocably authorises the Bank to debit any account of the Merchant with the Bank for any such refund without further reference to the Merchant.

7.15 The Merchant hereby represents warrants and undertakes:

- (a) that it has obtained all necessary licenses, approvals, authorisations and/or consents from all relevant governmental and regulatory authorities for it to operate the business of providing goods and services to its customers including to conduct business through its Site and that it has fully complied with and shall continue to fully comply with all applicable laws and regulations governing its business;
- (b) that the Merchant is not designated by the United States as a country, entity or individual with which it is prohibited to do business ("prohibited country, entity or individual") including without limitation, any entity or individual on the Office of Foreign Assets Control of the US Department of Treasury List ("OFAC List") and the Merchant is not owned or controlled by a prohibited entity or individual, that the Merchant will not be doing business in any prohibited country; the Merchant understands and agrees with the Bank's right to terminate the Agreement and all E-Commerce Services with immediate effect, in the event the Merchant becomes resident or commences to do business in any prohibited country or is listed on or becomes owned or controlled by a prohibited country, entity or individual;
- (c) that all Card Transactions and all records, data and information submitted to the Bank are to the best of its knowledge true, accurate, valid, genuine and correct;
- (d) to fulfill all orders for goods and/or services sold by the Merchant to its customers on the Site and to be solely responsible for dealing with any dispute of whatsoever nature which may arise with respect to any goods and/or services sold or supplied and/or any matters or arrangement herein and to resolve such dispute directly with the Merchant's customers, the Merchant shall indemnify the Bank fully from and against all losses, damages, claims, liabilities, costs, fees and expenses whatsoever arising from any dispute between the Merchant and its customers;
- (e) that all Sales Slips and Credit Slips issued pursuant to the provisions of the Agreement shall be in Malaysia currency;
- (f) that all Card Transactions in respect of which Sales Slips or Credit Slips are submitted to the Bank relate to the payment or refund for

goods and/or services supplied or provided by the Merchant at the price shown in the applicable Sales Slip or Credit Slip;

- (g) that every Site contains the following information:
  - (i) a complete description of the goods or services offered;
  - (ii) the price of the goods and/or services and the currency of the price;
  - (iii) the Merchant's policy of returns and refunds of the goods and services offered (if applicable);
  - (iv) export restrictions relating to any goods or services (if any);
  - (v) the Merchant's customer service contact (electronic mail address and telephone number); and
  - (vi) the Merchant's delivery policy.

7.16 Notwithstanding any provision in the Agreement to the contrary and any previous authorisation code that may have been given by the Bank in respect of any Card Transaction or other matter, the Bank shall be entitled to delay, defer or withhold the payment of the whole or any part of any payment due to the Merchant under this Terms & Conditions in respect of any Card Transaction previously approved by the Bank and, if payment has been made to the Merchant, the Bank shall be entitled to an immediate refund from the Merchant of the amount of the payment in any of the following events:

- (a) the Merchant has failed to observe, comply with or discharge any of the provisions of the Agreement;
- (b) any representation or warranty by the Merchant under the Agreement is or becomes untrue or incorrect or is breached in any respect;
- (c) any Electronic Communication or information relied upon by the Bank in giving its authorisation for a Card Transaction is fraudulent, false or incorrect;
- (d) any Card Transaction for which an authorisation is required was not obtained
- (e) the Cardmember disputes the sale, quality or delivery of goods and/or services covered by the Sales Slip or denies participation in the Card Transaction for whatever reason
- (f) the sale or performance of goods and/or services, or use of a Card violates any law;

- (g) the issuing bank of the Card refuses to honour any Sales Slip issued by the Merchant or makes a chargeback to the Bank for any reason whatsoever
- (h) any goods or services is cancelled or returned to the Merchant
- (i) the Card used is invalid or revoked or a counterfeit; or
- (j) the Bank is of the opinion that there is any fraud, forgery or suspicious circumstance surrounding any Card Transaction.

7.17 In any of the event set out in clause 7.16 above, the Bank shall be entitled at its discretion to accept or purchase the Sales Slip on a collection basis, in which case, the Bank shall be entitled to withhold payment to the Merchant in respect of the relevant Card Transaction pending any investigation of such event.

7.18 The Merchant shall be obliged to keep the terms of the Agreement, any Electronic Communication and any information relating to the Bank, MasterCard, the MasterCard Payment Gateway Services, the Web Services API and other information which is proprietary to the Bank or MasterCard confidential and may not disclose such information to any person or use such information for any purpose other than to perform its obligations under the Agreement, save with the bank's prior written consent.

7.19 The Merchant shall indemnify the Bank against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Bank) brought against, suffered or incurred by the Bank arising out of or in connection with:

- (a) any breach of the Agreement by the Merchant; or
- (b) any action taken or payment made by the Bank pursuant to or in reliance on any Electronic Communication;
- (c) any breach of the provisions in relation to Web Services API Licence as found in Schedule 2 of this Terms & Conditions.

7.20 The Bank shall have the absolute right to use such agents, contractors or correspondents to carry out or procure the carrying out of any of the matters under or contemplated in the Agreement and the Bank shall not be liable to the Merchant for any act, neglect or default on the part of such agents, contractors and/or correspondents.

## **8. MyDebit**

### **8.1 Obligations of Merchant**

- (a) agree that merchant discount may be fixed by Bank from time to time;

- (b) The Merchant shall support MyDebit transaction that enables cardholders to use their ATM cards to pay directly from their bank account via POS terminal and a dual-interface which supports both contact and contactless transactions.
- (c) The Merchant are not allowed to set a purchase limit and does not impose any surcharge on a transaction made using MyDebit.
- (d) The Merchant shall ensure that it does not impose any surcharge on a transaction made using MyDebit.
- (e) Merchant shall execute the Merchant's "Opt-Out" from Lowest Cost Routing Declaration in Schedule 4 through the Acquirer by furnishing all necessary information completely and accurately.
- (f) The Merchant shall prominently display MyDebit logo and MyDebit service marks and to inform the public that MyDebit service is available at the Merchant's premises and/or on all documentation issued and/or used in connection with the provisions of the services in order to identify and promote MyDebit service.
- (g) To accept and honour all MyDebit Cards when presented to Cardholders at any Terminal displaying the logo and provide the goods and services on the same terms and conditions as those under which it supplies goods and services to persons purchasing goods and services by means other than by the MyDebit cards.

## **9. Payment Facilitator Program Service**

9.1 The following terms shall have the following meanings respectively in this Clause 9:

"Area of Use" means the country of Malaysia;

"Corporation" means MasterCard International Incorporated or Visa International;

"Marks" means the names, logos, trade names, logotypes, trademarks, service marks, trade designations and other designations, symbols and marks that Mastercard International Incorporated or Visa International owns, manages, licenses or controls and make available for use by the Bank and other authorized entitles in accordance with a license granted by Mastercard International Incorporated or Visa International;

"MCC" means merchant category code;

"Payment Facilitator" means a service provider or the Merchant registered by the Bank to facilitate the acquiring of Card Transactions by the Bank from the Submerchant under the Payment Facilitator Program Service;

“Standards” means the organizational documents, operating rules, regulations, policies and procedures of MasterCard International Incorporated or Visa International, including but not limited to any manuals, guides, announcements or bulletins as may be amended from time to time; and

“Submerchant” means an entity or merchant that pursuant to an agreement with a Payment Facilitator is authorized to accept Card when properly presented.

9.2 Where the Merchant participates as a Payment Facilitator; the Merchant hereby agrees to the following:

- (a) To be responsible for all acts and omission of the Submerchant;
- (b) The Merchant may not be a Submerchant of any other Payment Facilitator, nor may the Merchant be a Payment Facilitator for another Payment Facilitator;
- (c) Unless otherwise approved by the Corporation, any Submerchant that exceeds USD 1,000,000 in Mastercard annual Transaction volume or USD100,000 in Visa must enter into a Merchant Agreement directly with the Bank;
- (d) To ensure that a Submerchant must be located within the Area of Use;
- (e) Settlement funds which the Bank permits the Merchant as a Payment Facilitator to access may only be used to pay Submerchants pursuant to the terms of their Submerchant Agreements;
- (f) The Bank may permit the Merchant as a Payment Facilitator to manage the following obligations on behalf of the Bank, and the Merchant shall be fully responsible to the Bank for the fulfillment of such obligations:
  - (i) Verify that a Submerchant is a bona fide business operation;and
  - (ii) Retain records concerning the investigation of a prospective Submerchant, provided that such records are provided to the Bank immediately upon request; and
  - (iii) Pay a Submerchant for Card Transaction; and
  - (iv) Ensure that a Submerchant is supplied with materials necessary to effect Card Transaction; and
  - (v) Monitor a Submerchant’s activity on an ongoing basis to deter fraud or other wrongful activity;

- (vi) Neither the Merchant as Payment Facilitator nor the Submerchant may require a Cardholder to waive a right to dispute a Card Transaction.
- (g) The Merchant as Payment Facilitator must provide to the Corporation a quarterly activity report for each Submerchant of the Merchant that includes:
  - (i) Submerchant name and location;
  - (ii) Submerchant “doing business as” name or UR;
  - (iii) Submerchant MCCs;
  - (iv) Transaction sales count and amount for each MCC; and
  - (v) Transaction chargeback count and amount for each MCC.
- (h) The Merchant shall disallow the onboarding of any Submerchant which falls under the following categories of prohibited/High Risk industry (MCC):
  - (i) Non–face-to-face adult content and services Merchants—MCCs 5967 and 7841; and
  - (ii) Non–face-to-face gambling Merchants—MCC 7995; and
  - (iii) Non–face-to-face pharmaceutical Merchants—MCC 5122 and MCC 5912<sup>^</sup>; and
  - (iv) Non–face-to-face tobacco product Merchants—MCC 5993; and
  - (v) Non–face-to-face tobacco product Merchants—MCC 5993; and
  - (vi) Non–face-to-face Outbound Telemarketing Merchant- MCC 5966<sup>^</sup>; and
  - (vii) Non–face-to-face Travel-Related Arrangement Services- MCC 5962; and
  - (viii) High-risk cyberlocker Merchants—MCC 4816; and
  - (ix) High-risk securities Merchants—MCC 6211; and
  - (x) Cryptocurrency Merchants—MCC 6051.

*<sup>^</sup> MCC5912 & <sup>^</sup>MCC5966 are not allowed to be on boarded at all by Payment Facilitator if it is sells via online platform.*

- 9.3 Pursuant to a written agreement between the Bank and the Merchant as a Payment Facilitator, the Merchant may enter into a Submerchant Agreement with a Submerchant for the purpose of facilitating the Bank's acquiring of Card Transactions from the Submerchant.
- 9.4 The Submerchant Agreement must not interfere with or lessen the right of the Merchant, the Bank, or the Corporation to terminate the agreement at any time. The Corporation reserves the right to restrict the Merchant as a Payment Facilitator from entering into a Submerchant Agreement based on the business of the entity or other criteria as the Corporation deems appropriate.
- 9.5 The Submerchant Agreement must, in substance, include all of the following provisions:
- (a) On an ongoing basis, the Submerchant is promptly to provide the Payment Facilitator with the current address of each of its offices, all "doing business as" (DBA) names used by the Submerchant, and a complete description of goods sold and services provided;
  - (b) In the event of any inconsistency between any provision of the Submerchant Agreement and the Standards, the Standards will govern;
  - (c) The Payment Facilitator is responsible for the Card acceptance policies and procedures of the Submerchant, and may require any changes to its website or otherwise that it deems necessary or appropriate to ensure that the Submerchant remains in compliance with the Standards governing the use of the Marks;
  - (d) The Submerchant Agreement automatically and immediately terminates if the Corporation de-registers the Payment Facilitator or if the Bank ceases to be a customer of the Corporation for any reason or if the Bank fails to have a valid license with the Corporation to use any Mark accepted by the Submerchant;
  - (e) The Payment Facilitator may, at its discretion or at the direction of the Bank or the Corporation, immediately terminate the Submerchant Agreement for activity deemed to be fraudulent or otherwise wrongful by the Payment Facilitator, the Bank, or the Corporation;
  - (f) The Merchant shall ensure that the Submerchant acknowledges and agrees;
    - (i) To comply with all applicable Standards, as amended from time to time;
    - (ii) That the Corporation is the sole and exclusive owner of the Marks;



- (iii) Not to contest the ownership of the Marks for any reason;
  - (iv) The Corporation may at any time, immediately and without advance notice, prohibit the Submerchant from using any of the Marks for any reason;
  - (v) The Corporation has the right to enforce any provision of the Standards and to prohibit the Submerchant and/or the Merchant from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's Confidential Information; and
  - (vi) The Submerchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.
- (g) Clearly and conspicuously:
- (i) Identify the Acquirer Bank;
  - (ii) Disclose contact information of the Acquirer Bank that the Submerchant may use to address questions and concerns; and
  - (iii) Reflect that the Payment Facilitator Merchant is entering into the Submerchant Agreement on behalf of and as an agent of the identified Acquirer Bank.
- (h) The Submerchant Agreement must not contain any terms that conflict with any Standards.

9.6 A Payment Facilitator as the sponsor of the Submerchants must fulfill all of the following obligations with respect to each of its Submerchants.

- (a) The Merchant as Payment Facilitator must submit to the Bank records of valid Card Transactions submitted by a Submerchant and involving a bona fide Cardholder. The Merchant as Payment Facilitator must not submit to the Bank any Card Transaction that the Merchant or the Submerchant knows or should have known to be fraudulent or not authorized by the Cardholder, or that either knows or should have known to be authorized by a Cardholder colluding with the Submerchant for a fraudulent purpose. For purposes of this provision, the Submerchant is deemed to be responsible for the conduct of its employees, agents, and representatives;
- (b) The Merchant as Payment Facilitator must ensure that each of its Submerchants complies with the Standards applicable to Merchants;
- (c) The Merchant as Payment Facilitator must maintain, on an ongoing basis, the names, addresses, and URLs if applicable of each of its

Submerchants. The Merchant as Payment Facilitator shall promptly supplies the Corporation with any such information upon request;

- (d) The Merchant as Payment Facilitator must pay each Submerchant for all Card Transactions the Merchant submits to the Bank on the Submerchant's behalf. This obligation is not discharged with regard to a Card Transaction until the Submerchant receives payment from the Merchant as Payment Facilitator, notwithstanding any payment arrangement between the Submerchant and the Merchant as Payment Facilitator or between the Merchant and the Bank. A Submerchant Agreement may provide for a Merchant as Payment Facilitator to withhold amounts for chargeback reserves or similar purposes;
- (e) The Merchant as Payment Facilitator must regularly ensure that each of its Submerchants is provided with all materials necessary to effect Card Transactions in accordance with the Standards and to signify Card acceptance;
- (f) The Merchant as Payment Facilitator must monitor on an ongoing basis the Submerchant's activity and use of the Marks of each of its Submerchants for the purpose of deterring fraudulent and other wrongful activity and to ensure ongoing compliance with the Standards. For purposes of this provision, the minimum Merchant monitoring Standards are as below:
  - (i) Monthly Transaction volume with respect to:
    - Total Transaction count and amount;
    - Number of credit (refund) Transactions;
    - Number of fraudulent Transactions;
    - Average ticket size;
    - Number of chargebacks.
  - (ii) Activity inconsistent with the Merchant's business model;
  - (iii) Transaction laundering;
  - (iv) Activity that is or may potentially be illegal or brand-damaging.

## **10. Submission of Sales Slips**

- 10.1 For offline transactions, the Merchant shall submit all Sales Slips relating to Card Transactions to the Bank within three (3) Business Days of the relevant transaction.

10.2 In submitting Sales Slips to the Bank for payment, the Merchant warrants to the Bank:

- (a) that each transaction delivered hereunder represents a bona fide sale of goods or supply of services to a Cardmember by the Merchant, which have been provided by the Merchant in the ordinary course of the Merchant's business, and was originated by the Merchant in compliance with the Agreement and the Rules, for the amount shown on the Sales Slip as the total sale;
- (b) that the transaction represents the binding obligations of the Cardmember, free from any claim, demand, setoff or other adverse claim whatsoever, for the amounts in the transaction and only for goods actually sold or services actually rendered (including taxes) and does not involve any element of credit for any other purpose;
- (c) that the Sales Slip is free from any alteration not authorised by the Cardmember;
- (d) that the Merchant has no knowledge or notice (whether actual or constructive) of any fact, circumstances or information which indicate or, having used reasonable care or diligence, would lead it to believe that the transaction was fraudulent or not authorised by the Cardmember or which would otherwise impair the validity of the transaction or enforceability of the Cardmember's obligations for the transaction;
- (e) that the Merchant has complied fully with all federal, state and local laws, rules and regulations applicable to its business and that the transaction is in compliance with all applicable laws, rules, regulations, guidelines, rulings, and directives of any governmental or regulatory authority or agency;
- (f) that the Merchant will fulfil all of its obligations to the Cardmember and will resolve any customer dispute or complaint directly with the Cardmember;
- (g) that the Merchant has examined the Card presented and:
  - (i) the signature on the Sales Slip is genuine and authorised by cardmember and not forged or unauthorised; and
  - (ii) where the card has a photograph of the cardmember, the cardmember and the person presenting the card is the same person.
- (h) that all terms and conditions of the Agreement have been satisfied in respect of the transaction to which the Sales Slip relates.

In addition to the preceding, the Merchant expressly represents and warrants to the Bank that, with respect to any transaction in which a Card is

not physically presented to Merchant, such as in any mail, telephone or pre-authorized transaction for which the Bank has agreed to provide processing, the transaction shall have complied with the special terms, conditions, acceptance guidelines or operating regulations as may apply to or be imposed by the Bank with respect to authorisation of such transaction.

- 10.3 In the event that any of the foregoing warranties or representations is found to be untrue, the relevant indebtedness of the affected Sales Slips may be rejected, or any prior acceptance of the same revoked and charged back to the Merchant.
- 10.4 All Sales Slips and Credit Slips drawn pursuant to the provisions of the Agreement shall be in Ringgit Malaysia unless a written authorisation is obtained from the Bank to transact in other currencies.

## **11. Payment by Bank**

- 11.1 Merchant may claim payment from the Bank in respect of all Card Transaction by presenting all Sales Slips in accordance with the provisions of the Agreement to the Bank within three (3) Business Days of the transaction date, at such place as the Bank shall from time to time designate to the Merchant.
- 11.2 All figures shown on the Sales Slips submitted are subject to final audit and checking by the Bank, and the Merchant agrees that the Bank shall not be obliged to make payment to the Merchant in respect of the Sales Slips submitted which the provisions of the Agreement have not been observed. In respect of each Card Transaction, provided that the provisions of the Agreement have been observed, the Bank will pay to the Merchant an amount equal the total amount shown on the Sales Slips submitted less the Merchant Discount, subject to the provisions of the Agreement relating to withholding of payments, chargebacks and adjustments.
- 11.3 All payments by the Bank shall be made in Ringgit Malaysia unless otherwise stipulated by the Bank. The Bank will make payment to the Merchant within three (3) Business Days from the time of receipt of the Sales Slip from the Merchant in normal circumstances or such other period as the Bank may inform the Merchant of from time to time.
- 11.4 Payment by the Bank does not constitute confirmation that the transactions are accepted according to the conditions and procedures stated herein or free of irregularity. The Bank reserves the right at its absolute discretion to claim back from the Merchant any payment made in accordance with the provisions of Clause 12.
- 11.5 In order for the Bank to effect payment to the Merchant, the Merchant is required to assigned valid company current account to the Bank and any payments due from the Bank to the Merchant shall be credited directly to the assigned company current account. Any payment due from the Merchant to the Bank may be recovered by the Bank in the manner stipulated in Clause 12.

11.6 The Bank reserves the right not to pay the Merchant and not to credit the Merchant Account with the relevant amount, or if the Bank has already paid or credited the Merchant Account with the relevant amount, without prejudice to the Bank's right under Clause 12, the Bank reserves the right to prohibit the Merchant from withdrawing the funds on deposit or demand that the Merchant forthwith reimburse the Bank the said amount, if the Bank determines in its absolute discretion that any of the following events has occurred:

- (a) the goods are returned to the Merchant whether or not a Credit Slip is delivered to the Bank;
- (b) authorisation is not obtained for a Card Transaction for which an authorisation code number was required or where the amount charged exceeds the Floor Limit;
- (c) any Sales Slip has not been properly signed by a Cardmember in good standing or is otherwise not in proper form;
- (d) where the authorisation code number on the Sales Slip: (i) does not correspond with the Bank's record of the relevant authorisation code number issued; or (ii) fails to correspond with the valid authorisation code number obtained through the authorisation system of the relevant Card Issuer or the Sales Slip otherwise indicates a mismatch in the nature of business, customer profile, location of the Electronic Terminal or place of business of the Merchant;
- (e) the Sales Slip is alleged by the relevant Cardmember or appears to have been drawn improperly or without authority;
- (f) the Sales Slip is illegible or altered improperly or is incomplete or (where applicable) is without a card imprint or is unsigned or the signature on the Sales Slip differs from the signature on the Card;
- (g) where the Card has a photograph of the Cardmember, the Cardmember and the person presenting the Card is not the same person;
- (h) any alterations on the Sales Slip has not been properly authorised by the Cardmember;
- (i) the Cardmember disputes the sale, quality, or delivery of goods or the performance or quality of service covered by the Sales Slip or denies liability for whatsoever reason;
- (j) the Sales Slip was drawn by the Merchant in circumstances constituting a breach of any term, condition, representation, warranty, duty or obligation of the Merchant hereunder, in particular and without prejudice to the generality of the foregoing, Clauses 3.4 and 3.5;

- (k) the Card is invalid or revoked or may be counterfeit or the Bank receives notification from the card-issuing institution that the Card Transaction is or may be fraudulent;
- (l) the sale of goods, performance of services, or the use of a Card, involves a violation of law or the rules or regulations of any governmental or regulatory agency, local or otherwise notwithstanding that the Bank may have had notice of any such violation at the time when payment was made;
- (m) where there are multiple Card Transactions charged against the same Card, those Card Transactions are of such combined or aggregate value that they would, in the absolute opinion of the Bank, have resulted in a different authorisation response from the Bank if they were processed in a single Card Transaction;
- (n) the Merchant fails to comply with any of its obligations set out in Clause 13;
- (o) there is a breach by the Merchant of any term or condition herein contained; or
- (p) any transaction is deemed by the Bank to be irregular, suspicious or otherwise not in order.

11.7 Without prejudice to Clause 12, the Merchant agrees that the Bank may, without notice, make an appropriate charge of credit to the Account for any deficiency or overcharge, as the case may be:

- (a) if the total value of any Sales Slip exceeds the authorised limit; and
- (b) if the figures and computations shown on any Deposit Slip submitted by the Merchant are in error.

11.8 In the event that (i) irregularities are detected in respect of the transaction performed or the Bank has reason to believe that the transaction performed has not been issued for a legitimate payment transaction or fraudulent or illegal, the Bank shall withhold payment up to one hundred twenty (120) days and/or earmarking current account maintain with the bank until the Bank has examined or verified acceptable supporting documents, (ii) the Sales Slips are, in the Bank's opinion, not valid, no payment on the Sales Slips submitted or presented shall be made by the Bank.

## **12. Chargebacks of Transaction**

12.1 In the event there is any dispute, claim, counterclaim, or set-off asserted by a Cardmember against the Merchant with respect to any goods or services purchased by use of a Card, whether or not the said assertion is valid, or if the card-issuing institution disputes the validity of any Card Transaction or a Card Transaction is charged back for any reason by the card-issuing

institution, or if the Bank has any reason to believe the total amount stipulated on the Credit Slip/Deposit Slip/Sales Slip is questionable, not genuine, or is otherwise unacceptable or any of the events set out in Clauses 11.4 or 11.6 occurs, the amount may be charged back and the Bank may deduct from any settlement payments due to the Merchant or debit the Merchant Current Account maintain with the bank with an amount equal to the amount previously credited. If any such amount is uncollectible through withholding from any payments due hereunder or through charging the Merchant Account, the Merchant shall, forthwith upon demand by the Bank, pay the Bank the full amount of the chargeback within three (3) Business Days of such demand. The Merchant agrees and acknowledges that obtaining an authorisation for any Card Transaction shall not constitute a guarantee of payment and such Sales Slips can be returned or charged back to the Merchant.

12.2 Where transaction was performed and processed by the Merchant:

- (a) the transaction was completed or prepared using either an expired Card or an invalid Card or a forged or counterfeited Card or by any other fraudulent means and/or a transaction NOT entered into nor authorised by the Cardmember and/or the Payment Transaction that has been disputed by the authorised Cardmember and/or the transaction that has been discovered to be illegal and/or where the Cardmember has refused payment to the Bank;
- (b) in a manner not in compliance with operating procedures set up by VISA Inc./MasterCard Incorporation for acceptance of transactions;
- (c) the amount of the Sales Slip exceeds the Authorised Floor Limit (unless otherwise authorised or approved by the Bank) or if the Payment Transaction is found to be a Split Sale Transaction;
- (d) the Cardmember's signature on the Sale Slips is missing or differs from the signature appearing on the Cardmember's Card;
- (e) the copy of the Sale Slip presented to the Bank for payment differs from the Merchant or Cardmember's copy and/or the Sale Slips and other related documents evidencing the transaction delivered to the Bank by the Merchant within seven (7) calendar days from the date of the Bank's request, for whatsoever reason, illegible and/or incomplete;
- (f) Merchant fails to deliver to the Bank within seven (7) calendar days from the date of the Bank's request or for any reason whatsoever refuses or neglects to produce the copy of the Transaction Slips and other proper documents evidencing the transaction;
- (g) the Card details on the Transaction Slips were handwritten and/or entries on the Transaction Slips were incomplete or illegible;

- (h) the Payment Transaction is found to be one with a “Declined Authorisation” i.e. where the Merchant has been previously notified by the Bank in response to an authorisation or approval request that the particular Card is not to be honoured;
- (i) the Cardmember denies liability in respect of any Mail-Telephone Order transaction or Recurring Payment Transactions;
- (i) the Sales Slip do not bear an imprint of the embossed legends of the Card but which is hand written on or where an authorised Electronic Terminal printer is present but the Card information, such as the Cardmember’s name, the expiry date of the Card and the Card number are not electronically printed but handwritten;
- (k) the transaction involved is a cash disbursement or cash refund;

The Bank will not charge the Merchant’s account unless the Bank has taken reasonable steps to investigate the circumstances of such events and the Merchant is given fourteen (14) days to defend or substantiate its actions in connection with the subject transaction in accordance with the chargeback procedures laid down by Visa and/or MasterCard.

12.3 The obligations of the Merchant in relation to chargebacks amount hereunder shall survive termination of the merchant service.

### **13. Credit**

13.1 If in respect of any Card Transaction, goods are accepted for return or any services are terminated or cancelled or any price adjustment is allowed by the Merchant, no cash refund shall be made to the Cardmember but the Merchant shall deliver promptly to the Bank a Credit Slip evidencing such refund or adjustment.

13.2 The Merchant shall also deliver to the Cardmember a true and complete copy of each Credit Slip which shall contain brief identification of the goods returned or the services cancelled or adjustment made and the amount of the credit in sufficient detail to identify the transaction.

### **14. Merchant's Records, Notification Requirements and Guarantee**

14.1 The Merchant will retain for a period of at least eighteen (18) months from the date of issue a copy of each Credit Slip and Sales Slip issued by the Merchant together with the Merchant's copies of all other documents evidencing the Card Transaction and the Bank shall be entitled at any reasonable time and upon giving reasonable notice to examine any such records.

14.2 The Merchant shall furnish the Bank, within three (3) Business Days after receipt of written request by the Bank, such information or documents relating to any Card Transaction or any Sales Slip as may be requested by the Bank.



14.3 The Merchant agrees that it shall not implement or carry out, or permit to be implemented or carried out any proposal relating to the following:

- (a) any disposal of a substantial part of its assets;
- (b) any change in the basic nature of its business or businesses;
- (c) any change in its place(s) of business; or
- (d) any change in the control or ownership of the Merchant, without 30 days prior written notice to the Bank.

## **15. Relationship with Customers; Complaints**

15.1 The Merchant shall not receive any payments or security from a customer with respect to charges for goods or services which are included in a Sales Slip resulting from the use of any Card. The Merchant shall fulfill all obligations on its part to be performed under the terms of each sale of goods and/or supply of services and agrees to indemnify the Bank and hold the Bank harmless from any and all claims demands and proceedings by customers arising thereon or relating thereto. The Merchant must receive acknowledgement from the customer for goods delivered outside Malaysia.

15.2 The Merchant shall deal with all complaints made by customers in respect of goods or services supplied against the Card in like manner as if such goods or services had been sold or supplied by the Merchant for cash and the Bank will re-direct all complaints of such nature receive to the Merchant. The Merchant in resolving any complaints or disputes in relation to the products or services supplied shall not do any act or make any statement that would adversely affect the Bank's reputation and/or relationship with the Cardmember.

## **15 A Taxes**

It is hereby agreed that the Merchant Discount and any other sums payable by the Merchant to the Bank shall be exclusive of any applicable tax, imposition, duty and levy whatsoever (hereinafter collectively called "**Taxes**") which may from time to time be imposed or charged on such sums by any government, quasi-government, statutory or tax authority in Malaysia (hereinafter called the "**Authorities**"). The Merchant shall, in addition to the Merchant Discount and any other sums payable to the Bank, pay such Taxes or reimburse the Bank for the payment of such Taxes, as the case may be, in such manner and within such period as to comply or enable the Bank to comply with any applicable orders or directives of the Authorities. The Merchant shall indemnify the Bank from any losses, damages, claims, expenses, and penalties suffered or incurred by the Bank resulting from any failure or delay by the Merchant in the payment of any such Taxes.

15 A.1 For the purposes of this Clause, the following expressions shall have the following meanings:

A "Consenting Person" means any person including the Merchant, Substantial Owners, Controlling Persons of the Merchant, any persons who is beneficially interested or financially interested in payments from the Bank;

A "Substantial Owner" means (1) with respect to a corporate or entity, certain persons that directly or indirectly own more than 10% of the corporation's stock (by vote or value), (2) with respect to a partnership, certain persons that directly or indirectly own more than 10% of the profits or capital interests in the partnership, and (3) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 10% of the beneficial interests of the trust;

A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.

15A.2 For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, (collectively, "Tax Laws") the Merchant:

- (a) shall promptly make and procure the Consenting Person to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and
- (b) confirms that the Merchant has procured the consent of a Consenting Person for disclosure by the Bank of the Consenting Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the Foreign Account Tax Compliance Act of the United States;

15A.3 The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event of the Merchant's or Consenting Person's non-compliance with the aforesaid provisions.

## **16. Advertising**

16.1 The Merchant will adequately display the service marks of the Association and such promotional materials as the Bank may reasonably require, but must not indicate that any of the Associations endorses the Merchant's goods or services. The Merchant shall cease to use or display such service marks immediately upon its receipt of notice to do so or upon termination of the merchant service.

16.2 Written approval of the Bank shall be obtained prior to the publication of any advertising or promotional material of the Merchant containing the service marks of the Association.

## **17. Confidentiality and Disclosure of Information**

- 17.1 (a) The Merchant agrees that any information pertaining to the Cardmembers (including but not limited to the names, account numbers, transactions and any information necessary to process transactions using the Cards) obtained in any form or manner during the course of the Agreement by the Merchant is confidential and the Merchant agrees not to use, transfer or disclose in any manner such information to any third party. The Merchant shall store and protect such information in a secure area where access is limited to selected personnel only. Prior to discarding such information, the Merchant shall destroy the information rendering it unreadable. The Merchant shall permit the Bank, VISA International Service Association, Mastercard International Incorporated and any other associations and their respective authorised employees and agents to enter into their premises to inspect the premises, computers and equipment for the purposes of determining that such information has been securely stored and processed.
- (b) The Merchant shall not out-source or sub-contract any part of its obligations under the Agreement or its operations or processes to any third party.
- 17.2 The Merchant expressly agrees that the Bank and its officials shall be authorised and permitted to disclose any information regarding monies in, or other particulars of, the Merchant Account or such information about the Merchant and its business as part of the disclosure required by any law, court, legal process or as requested by any authority or to any party providing products or services to the Bank. The Merchant acknowledges and agrees that the Bank shall not be liable to the Merchant for the provision, safe-keeping, accuracy or usage of such information in relation to such disclosure.
- 17.3 With respect to information relating to the Cardmember obtained by the Merchant from the Cardmember, the Merchant shall comply with all laws, rules and regulations relating to privacy.
- 17.4 Clause 17 will survive the termination of the merchant service.

## **18. Set-Off**

The Bank shall at all times have a right of set-off or lien in respect of all monies now or thereafter standing to the credit of any account(s) of the Merchant with the Bank (whether savings, current, deposit or otherwise) at any branch for any amount owing or outstanding or due to the Bank from time to time under the Agreement. Where necessary, the Merchant agrees to execute and deliver to the Bank such instruments and documents that the Bank may reasonably require to perfect and confirm the lien and right of set-off set forth in the Agreement.

## **19. Termination and Suspension**

- 19.1 The Agreement shall remain in full force until terminated: (i) by the Merchant by giving the Bank thirty (30) days notice of termination in writing, or (ii) by the Bank at its sole and absolute discretion giving to the Merchant thirty (30) days notice of termination in writing.
- 19.2 The Bank may (without prejudice to its rights and remedies against the Merchant hereunder) terminate the Agreement with immediate effect by written notice to the Merchant upon occurrence of any one or more of the following events:
- (a) the Merchant defaults under any provisions of the Agreement and such default is not remedied within three (3) working days after the Merchant becomes aware or being notified of its default, whichever is the earlier; or
  - (b) any representation or warranty made or deemed made by the Merchant under the Agreement proves to be incorrect in any material respect on or as of the date made or deemed made; or
  - (c) the Merchant becomes or is declared insolvent or a trustee, custodian or receiver is appointed or bankruptcy, dissolution, reorganization, arrangement or liquidation proceedings (or proceedings similar in purpose or effect) are instituted against the Merchant; or the Merchant ceases to carry on business; or
  - (d) the Bank has reason to believe the Merchant has presented any fraudulent or unauthorised transaction for payment and/or engaged in any illegal activity and the Bank further reserves the right to notify Visa International Service Association, Mastercard International Incorporated and any other associations accordingly.
- 19.3 Notwithstanding anything contained in the Agreement, no Sales Slips may be delivered by the Merchant and submitted to the Bank and no Electronic Terminal transaction may be transmitted by the Merchant through the Electronic Terminal after the date of such termination. If any Sales Slip or Electronic Terminal transactions are received by the Bank from the Merchant after the date of such termination the Bank may at its option return the Sales Slip or be entitled to withhold payment in respect of such Sales Slip or Electronic Terminal transactions transmitted or if payment have been made, the Merchant shall refund forthwith the amount paid.
- 19.4 In the event of termination, the Merchant shall return to the Bank all materials and equipment provided or supplied to the Merchant pursuant to the Agreement, including, but not limited to, Sales Slip, Deposit Slip, Credit Slip, credit card applications, advertising material and Electronic Terminal and shall remove all decals and signs from the premises immediately. The Merchant shall not thereafter use, for any purpose, any of the service marks of the applicable Associations.
- 19.5 Any such termination shall not affect any antecedent rights and liabilities or any obligations incurred, arising out of circumstances and events which

existed prior to the termination and any provisions which shall survive the expiration or termination of the Agreement .Termination of the Agreement shall not affect the Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargeback even if such chargeback arises after termination of the Agreement . For this purpose, the obligations, warranties and liabilities of the Merchant pertaining to the Sales Slip submitted, including without limitation the Merchant's obligations as to subsequent chargebacks for such Sales Slip shall survive the termination and shall continue in full force and effect as if such termination had not occurred. Upon termination of the Agreement , all amounts payable to the Bank shall be due and payable in full without demand or notice of any kind.

- 19.6 The Bank shall have the right at its sole and absolute discretion at any time to suspend the Merchant Account with prior notice in the event the Merchant defaults in the payment of the Electronic Terminal rental.

## **20. Expenses**

- 20.1 Each Party shall be responsible for its own costs in connection with the Agreement and the Merchant shall bear the stamp duty (if any) in connection with the preparation and execution of the Agreement.
- 20.2 The Merchant agrees to pay legal fees (on a Solicitor and Client basis) and other costs and expenses incurred and/or suffered by the Bank in the lawful enforcement of the Bank's rights and entitlement under the Agreement.

## **21. Amendment & Severability**

- 21.1 The terms and conditions of the Agreement may be amended, added, altered, varied and modified at any time from time to time by the Bank at its absolute discretion. Any such amendment, addition, alteration, variation and modification shall forthwith be binding on the Merchant.
- 21.2 In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

## **22. Successors**

The Agreement shall bind the successors in title and personal representatives of the parties hereto. If the Merchant is a partnership or a firm, the Agreement shall continue to be valid and binding for all purpose notwithstanding any change in its constitution whether by retirement, expulsion, death or admission of any partner amalgamation or otherwise. The Merchant may not assign the whole or any part of the benefit of the Agreement without prior written consent of the Bank.

## **23. Notice**

All notices hereunder must be in writing and shall be sufficiently served if delivered or sent by ordinary post, on the third Business Day after the date of posting and to the address of the relevant party appearing in the Agreement or such other address as may from time to time be notified to the other party in writing or if sent by telex or facsimile then it shall be deemed to have been served immediately after transmission thereof of such telex or facsimile. Any notice sent by facsimile transmission shall be subsequently confirmed by letter posted or delivered as soon as practicable thereafter.

## **24. Waiver**

The failure of the Bank to require the performance of any of the terms and conditions of the Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

## **25. Effective Date & Participation**

25.1 The Agreement shall become effective on the date when all parties sign the Merchant Application Form to which this Terms & Conditions is attached and shall remain in effect unless terminated pursuant to the Agreement .

25.2 The Agreement covers the Merchant's participation in the merchant card services for all the offices, outlets and locations of the Merchant in Malaysia which have been approved by the Bank and such other offices, outlets and locations as may be agreed upon by the Bank from time to time.

## **26. Personal Data of Merchant's Directors, Shareholders, Managers, Officers and Partners**

26.1 The Merchant irrevocably consents to and authorises the Bank to conduct credit checks and verify information given by the Merchant to the Bank, with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information) relating to the Merchant (if any). The Merchant irrevocably grants consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose the Merchant's credit report/information to the Bank in connection with th Agreement and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey the Merchant's consent and the purpose of such disclosure to the relevant CRAs and tax authorities, including pursuant to the Foreign Account Tax Compliance Act of the United States.

26.2 The Merchant warrants and represents to the Bank that the Merchant had obtained consent from its directors, relevant managers, officers, partners and shareholders,  
(i) to disclose their personal data to the Bank in connection with the Agreement;

- (ii) for the Bank to collect or verify their personal data with third party sources such as CRAs, Companies Commission or Insolvency Department;
- (iii) for the relevant CRAs to disclose their credit report/information to the Bank for the purpose of the Agreement and for the Bank's risk management and review; and
- (iv) for the Bank to disclose their personal data to classes of third parties described in the Bank's Privacy Policy. The Merchant had informed them to read the Bank's Privacy Policy posted in the Bank's website at [www.ocbc.com.my](http://www.ocbc.com.my).

## **27. Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the parties hereby irrevocably submit to the exclusive jurisdiction of the Malaysian Courts.

## **28. Schedules**

The Schedule 1, Schedule 2, Schedule 3 and Schedule 4 referred to under this Terms and Condition shall be taken, read and construed as an integral part of the Agreement.

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## SCHEDULE 1

### **MASTERCARD PAYMENT GATEWAY SERVICES (“MPGS”)**

#### **Part I**

#### **1. SERVICE OVERVIEW**

This section provides a description of the Mastercard Payment Gateway Services and MPGS Processing Terms & Conditions provided by Mastercard International Incorporated via a system known as the Mastercard Payment Gateway System. This encompasses the delivery of card authorization processing services, as well as, merchant/acquirer transaction inquiry capabilities.

##### **1.1 Authorization Processing**

Authorization processing within the context of this MPGS Processing Terms & Conditions is the delivery of Transaction Processing, Switch Connectivity, On-line Transaction Inquiry, and Reporting as described herein.

##### **(a) Transaction Processing**

- (i) Transaction Request. Acceptance from authorized MPGS merchants of all authorization request transactions received by Mastercard for the agreed card types.
- (ii) Transaction Response. Acceptance from Acquirer (Switch-to-Acquirer model) or Issuers (Switch-to-Issuer model) of Authorization response transactions for the agreed card types.
- (iii) Transaction Records. Logging of each completed transaction for reference and reporting purposes. A completed transaction is defined as one that has completed all normal processing, which includes a request and response that has been forwarded to all appropriate parties through the established telecommunications network in the transaction formats and procedures as defined in this document. These transaction records will be available for inquiry by the Bank and its Merchants. Access to these transactions will be available on-line for transactions completed for the previous 12 months period prior to access of the information.



- (iv) Web Services API. The Mastercard Payment Gateway System can be communicated with by Merchants via an Application Programming Interface (API). This interface is referred to as the Web Services API. The Web Services API is detailed in the Web Services API Integration Guidelines, including sample code, and is integrated into the Merchant's payment system by the Merchant or its designated integrator. The Mastercard Payment Gateway System allows the Merchant to validate their integration against a test simulator prior to flagging the Merchant as a live production Merchant. From time to time Mastercard may require updates to the Web Services API, which may be communicated to Merchants by the Bank for integration.

## **1.2 Switch Connectivity**

The Mastercard Payment Gateway System supports:

- (i) Switch to issuer authorisations. Authorization transactions destined for Issuers will be routed via Mastercard's Banknet global network through a Mastercard Interface Processor (MIP).

## **1.3 Bank and Merchant Administration**

The Mastercard Payment Gateway System provides the capability for the Bank and its Merchants to review their respective transactions successfully processed by the Mastercard Payment Gateway System.

The Bank and Merchant Administration services include functionality for performing transaction inquiries, transaction reporting and setup / configuration.

### **(a) Transaction Inquiry**

The Mastercard Payment Gateway System provides transaction query and viewing services for MPGS transactions via the online Bank and Merchant Administration facilities.

- (i) Transaction History Retention. The Bank and Merchant Administration inquiry services provided by the Mastercard Payment Gateway System provides transaction history for the previous 12 months for each Merchant active during that period. It may be deemed necessary by Mastercard to review the transaction retention requirements from time to time to ensure the retention provides for optimal performance processing and capacity efficiency.
- (ii) Merchant Transaction Queries. Merchant Administration services provide a Merchant, depending on the functions allowed by the Bank, with the ability to query and view details

of its transactions via selected search criteria and perform actions on those transactions.

**(b) Transaction Reporting**

- (i) The Mastercard Payment Gateway System provides reports of MPGS transactions via online Merchant Administration.
- (ii) Merchant Reports. Merchant Administration services provide Merchants with summary reports of its transaction counts and amount totals by payment method over user defined periods of time and time intervals.

**(c) Setup / Configuration**

The Mastercard Payment Gateway System provides the capability for its Merchants to review transactions and manage user configuration.

- (i) Bank and Merchant User Access. The Merchants will be provided with user accounts on the Mastercard Payment Gateway System ('User Accounts') in order to perform the functions available under the Merchant Administration services. The number of User Accounts will be limited to two (2) for each Merchant as part of the standard service. Mastercard may revoke a User Account at its discretion if it detects unauthorized or inappropriate use. Mastercard also reserves the right to revoke access if the access poses a security risk or its use is deteriorating the performance of the system.
- (ii) Merchant Administration. Merchant Administration can provide a Merchant with the ability to view, generate reports, download its transactions and edit limited details. It can also provide the Merchant with the ability to view, create, set privileges for, modify, enable and delete its operator details.

**1.4 Additional Services**

**(a) Tokenization**

Tokenization provides for payment credentials (such as credit card account numbers) to be stored by the Mastercard Payment Gateway System to be used for future transactions by the merchant.

**(b) Hosted Batch Processing**

Hosted Batch Processing enables the Merchant to submit a collection of transaction operations to the Mastercard Payment Gateway System without direct payer interaction. Mastercard reserves the right to limit the number of transaction operations that can be processed via one batch submission.

**(c) MasterPass**

The MasterPass feature enables Merchants to accept payments on the Mastercard Payment Gateway System from MasterPass wallets.

1.4A For the avoidance of doubt, the above-named Additional Services are optional and available upon subscription.

**1.5 Standalone Services**

**(a) Standalone Refund Services**

The standalone refund capability allows a refund transaction to be performed without first creating a capture or purchase.

Use of the "Standalone Refund" command is only available via the Web Services API. It is not available via Merchant Administration or Merchant Manager.

Administration of user rights to use this function is performed via Merchant Manager and Merchant Administration.

**(b) Standalone Capture Services**

The standalone capture capability allows a merchant to capture funds from a Cardmember without having processed the authorisation through MPGS.

Use of the "Standalone Capture" command is only available via the Web Services API. It is not available via Merchant Administration or Merchant Manager.

Administration of user rights to use this function is performed via Merchant Manager and Merchant Administration.

## SCHEDULE 2

### SUB-LICENCE TERMS & CONDITIONS FOR MERCHANT'S USE OF WEB SERVICES API

1. MasterCard has granted to the Bank a personal, non-transferable, non-exclusive right to use the Web Services API in accordance with the terms & conditions between MasterCard and the Bank, pursuant to which the Bank is empowered to sub-licence its right to use the Web Services API ("Sub-Licence") to the Merchant to enable the Merchant to receive the E-Commerce Services from the Bank under and subject to this Terms & Conditions. This [Schedule 2] governs the sub-licence to the Merchant to use the Web Services API.
  
2. The Merchant acknowledges and agrees that the Sub-Licence granted herein by the Bank to the Merchant shall terminate automatically on the earlier of:
  - (a) The date the Agreement expires or terminates; or
  - (b) The date the agreement between MasterCard Incorporated and the Bank expires or terminates.

The Bank will notify the Merchant in the event the Sub-Licence is terminated pursuant to this Clause 2(b).

3. The Merchant shall not:
  - (a) reverse engineer, decompile or disassemble the Web Services API except to the extent permitted by law;
  - (b) separate or alter any of the Web Services API component parts;
  - (c) copy or otherwise reproduce or to use, distribute, lease, rent, loan, sell, mortgage, grant a sub-licence of, transfer or reproduce the Web Services API or any related documentation MasterCard Incorporated may provide (for the avoidance of doubt, unless otherwise expressly stated to the contrary in this Sub-Licence Terms & Conditions, MasterCard Incorporated is under no obligation to provide any documentation);
  - (d) harmfully use, cause or permit harmful use of the Web Services API or use the Web Services API in a way that creates an unreasonable or unwarranted interference with the MasterCard Payment Gateway Services;

- (e) use the Web Services API at any site located in any country designated by the U.S.A. as a country with which it is prohibited to do business including, without limitation, any country on the Office of Foreign Assets Control of the U.S.A Department of Treasury List ("OFAC List"); or
  - (f) export, resell or otherwise transfer the Web Services API to any countries, entities or individuals designated by the U.S.A as a country, entity or individual with which it is prohibited to do business including, without limitation, any country, entity or individual on the OFAC List or any entities or individuals which are owned or controlled by any countries, entities or individuals on the OFAC List, as amended from time to time.
- 4. The Merchant acknowledges and agrees that MasterCard Incorporated reserves the right to add to, amend and/or update the Web Services API from time to-time as MasterCard Incorporated considers appropriate, including to enhance the Web Services API feature set.
- 5. To the maximum extent permitted by law, the Merchant acknowledges that the Web Services API and any related documentation are provided "as is" and MasterCard has not made any representation or warranty:
  - (a) as to the usefulness, suitability, merchantability or suitability for any particular purpose of the Web Services API or any related documentation; or
  - (b) that the Web Services API or any related documentation is error free or will operate uninterrupted.
- 6. The Merchant must not use any part of the Web Services API or any part of any related documentation except as expressly authorised by this **Sub-Licence Terms and Conditions**.
- 7. All rights (including copyright) in and to the Web Services API and any related documentation are and remain owned by MasterCard or its licensors. All rights not expressly granted are reserved. Use, copying, modification, and/or distribution of the Web Services API and any related documentation is prohibited, except as expressly permitted by the terms of a party's current license agreement with MasterCard Incorporated. A party must not, and must procure that all corporations deemed related to itself pursuant to Section 7 Companies Act 2016 do not, vary, alter or remove any copyright, trade mark or other protective notice included in or with the Web Services API. The Merchant may contact MasterCard Incorporated for licensing opportunities.

8. In the event of any claims (“**IP Claims**”) by third parties that the use by the Merchant of the Web Services API in accordance with this Sub-Licence Terms & Conditions infringes any intellectual property rights of those third parties :
  - (a) The Merchant shall promptly notify the Bank in writing after the Merchant first learns of the IP Claim, to enable the Bank to notify MasterCard of the same;
  - (b) The Merchant shall provide such information, assistance and co-operation as the Bank and/or MasterCard may request from time to time in relation to the IP Claim;
  - (c) MasterCard shall have full and sole discretion to defend, compromise or settle any such IP Claim on such terms as MasterCard thinks fit and the Merchant must not defend, compromise or settle any claim on behalf of either the Bank or MasterCard without the Bank or MasterCard’s prior written consent respectively; and
  - (d) The Merchant acknowledges and agrees that neither the Bank nor MasterCard shall have any liability to the Merchant or to defend any IP Claim if the Merchant uses the Web Services API with any other products, programs or updates or modifies the Web Services API.
  
9. The Merchant shall fully indemnify the Bank and its directors, officers, employees and agents from and against any losses, damages, claims, liabilities, costs, fees and expenses whatsoever arising from the Merchant’s breach of any of the obligations or covenants imposed in this Sub-Licence Terms & Conditions.

## SCHEDULE 3

### OCBC INSTALMENT PLAN FORM

Cardmember's Copy  
Salinan Ahli Kad

NOTE: Please mail **Original Bank Copy** to OCBC within seven (7) working days.

To: OCBC Bank (Malaysia) Berhad, Card Operations - Settlement Unit, P.O. Box 10418, 50712 Kuala Lumpur

#### Cardmember's Particulars / Butir-butir Ahli Kad

Name (as it appears on the Card) : \_\_\_\_\_  
Nama seperti tertera di Kad

Visa / MasterCard Number :  
No Kad Visa / Kad MasterCard

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Card Expiry Date  
Tarikh Luput Kad

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M M Y Y

#### Instalment Plan (Pelan Ansuran)

Purchase Price : RM \_\_\_\_\_  
Harga Beli

Number of Instalments: \_\_\_\_\_  
Bilangan Ansuran

Instalments : 1st month x RM \_\_\_\_\_  
Ansuran Bulan Pertama

Subsequent \_\_\_\_\_ months x RM \_\_\_\_\_  
Bulan yang seterusnya

#### Goods / Services (Barang-barangan / Khidmat)

Name and ID of Merchant: \_\_\_\_\_  
Nama Pedagang

Branch: \_\_\_\_\_  
Cawangan

Date of Purchase: \_\_\_\_\_  
Tarikh Beli

Quantity: \_\_\_\_\_  
Bilangan

Description of Goods / Services purchased / Diskripsi Barang-barangan / Khidmat Yang Dibeli:

OCBC Authoriser Name: \_\_\_\_\_

Approval Code: \_\_\_\_\_

(Authorisation Number: 03-26914533)

#### Declaration and Agreement / Pengakuan dan Perjanjian

- I warrant and undertake that all information stated above is true, correct and complete in all respects.  
Saya mengesahkan dan menjamin bahawa semua maklumat yang dinyatakan di atas adalah benar, penuh dan lengkap dalam semua aspek.
- I acknowledge and agree that the Bank may at its sole discretion approve or reject this application without assigning any reason therefore.  
Saya mengesahkan dan mengakui bahawa Bank harus mempunyai hak mutlak untuk meluluskan atau menolak permohonan ini tanpa mengemukakan sebarang sebab.
- I agree to be bound by OCBC's Instalment Plan Terms and Conditions printed overleaf and any amendments and additions made thereto by the Bank at any time and from time to time.  
Saya bersetuju untuk tertakluk di bawah Terma-terma dan Syarat-syarat Pelan Ansuran yang dinyatakan di halaman sebelah dan sebarang pindaan dan tambahan yang dikenakan oleh Bank pada bila-bila masa atau dari semasa ke semasa.

\_\_\_\_\_  
Cardmember's Signature  
(Must correspond with signature of OCBC Credit Card Account)  
Tandatangan Ahli Kad  
Tandatangan mestilah menyerupai tandatangan di akaun OCBC Credit Card

\_\_\_\_\_  
Date / Tarikh

N<sup>o</sup>



04/13

## SCHEDULE 4



### Merchant's 'Opt-Out' from Lowest Cost Debit Card Routing Declaration

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

Business Name: \_\_\_\_\_ Business Registration No: \_\_\_\_\_

We understand that we have two options to accept Debit Cards: MyDebit Routing and International Debit Routing. Either routing option will allow me to accept ALL Debit & Credit Cards.

ALL DEBIT CARDS AND CREDIT CARDS WILL WORK REGARDLESS WHETHER YOU OPT FOR MYDEBIT OR VISA/MASTERCARD ROUTING.

We acknowledge that \_\_\_\_\_ [acquirer/bank name] has quoted the following Merchant Discount Rate (MDR) for accepting Debit Cards:

- a. MyDebit MDR : \_\_\_\_\_ %
- b. Visa/MasterCard Debit MDR : \_\_\_\_\_ %

We have decided to OPT-OUT of the lowest cost option AND AGREE TO PAY MORE to route all our debit card transactions to \_\_\_\_\_ (state either the MyDebit network or Visa/MasterCard network). We made this decision because \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We agree that this form and our information will be shared with the Payments Network Malaysia Sdn Bhd (PayNet), the operator for the national debit switch. We agree to be contacted by PayNet as part of the opt-out process.

Authorized Signatory: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Office Tel: \_\_\_\_\_

Mobile Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Office Tel: \_\_\_\_\_

Mobile Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_