

MERCHANT AGREEMENT

This Agreement is made on the day specifically mentioned in Item 1 of Schedule A between **Finexus Cards Sdn Bhd** (Company No. 706720-U), an approved institution under Section 11 of the Financial Services Act 2013 incorporated in Malaysia and having a place of business at Finexus Campus, # 1, Jalan Pangkor, 53000 Kuala Lumpur, Malaysia (hereinafter called "FCSB") of the one part AND the party whose name, legal description, registered/business address, trading name (if any), location of outlet(s) and nature of business as stated in **Item 3 of Schedule A** (hereinafter called "the Merchant") of the other part and collectively referred to as the "Parties".

WHEREAS the Merchant has requested and FCSB has at the request of the Merchant agreed to provided card payment acceptance services subject to the terms and conditions herein.

NOW IT IS HEREBY AGREED as follows:

1) DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings respectively ascribed to them below:-

Authorisation Centre	means the authorisation centre of FCSB.
Authorisation Code	means the authorisation in code form given by the Authorisation Centre of FCSB in respect of each Card Transaction electronically via the Electronic Terminal or the authorisation in such other form(s) approved and stipulated by FCSB and given by the Authorisation Centre of FCSB in respect of each Card Transaction via such method(s) or mode(s) as approved by FCSB.
Authorisation Floor Limit	means the amount in any currently of a single transaction at the Merchant's premises, place of business, the Merchant's website and any other outlets, above which an online authorisation or voice authorisation must be obtained from the authorisation centre of FCSB.
Authorisation Form	means any instruction given by a Cardholder, whether contained in a form or an electronic order form or document supplied by the Merchant and/or issuing Bank or otherwise, instructing and authorizing the Merchant to charge to the Cardholder's Card and the Card Account the amount of any payments due and payable to the Merchant for goods and/or services provided or to be provided by the Merchant to the Cardholder or at the Cardholder's request.
Bills	means bills, statements, invoices, notices or documents of like nature issued by the Merchant for sums due and payable by the Subscribers to the Merchant for services provided or to be provided by the Merchant (or such other party as the Merchant may nominate) to the Subscribers.
Business Day	means any day (other than Saturdays, Sundays or Public Holidays) on which banks are open for business in Kuala Lumpur.
Calendar Day	means a day in the Gregorian calendar.
Card	means any validly issued and unexpired credit, prepaid or debit card, be it physical, digital or virtual, bearing the respective logo and/or other relevant service marks licensed by them issued by any bank, financial institution or corporation and where applicable, shall also be deemed to include the EMV Card, Contactless Card and the magnetic strip the Card Account number of the Cardholder imprinted or embossed on the Card, which Card pursuant to this Agreement may be used by the Cardholder to pay for the purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered.
Card Account	means the Card account stipulated by the Cardholder in the Authorisation Form to which all sums due and owing under the Mail Order/Telephone Order Transaction and/or Recurring Payment Transaction will be charged.
Cardholder	means the person who has applied and to whom the Card is issued and whose name is embossed on the Card and whose signatures appear thereon as an authorised user.
Cardholder's Certificate	means a digital certificate issued by the Certification Authority to the Cardholder for the purposes of authenticating the Cardholder and the Merchant in electronic commerce transactions.
Card Transaction	means any payment transaction effected or to be effected by any Cardholder with the Merchant, over the Merchant's website, by the use of the Card or authenticated card-less payment solution, which definition shall include a reference to any payment transaction effected by the Merchant requesting for payment by charging to the Cardholder's Card and the Card Account the payment to be made, as contemplated by the Payment Instructions.
Card Transaction Date	in relation to any Card Transaction means the date on which the Card Transaction is effected, or such other date as FCSB may in its discretion determine.
Certification Authority	means the authority or entity authorized by Payment System Operator or FCSB, as the case may be, to issue digital certificates.
Contactless Card	means a Card incorporating the Contactless Feature.
Contactless Feature	means a feature incorporated into the Card which allows a Cardholder to pay for goods and services by tapping on or waving the Contactless Card at a Contactless Terminal.
Contactless Terminal	means a contactless reader or terminal designed to read and/or record the data of each Contactless Card transaction approved by FCSB for the purposes of this Agreement which reader or terminal is the property of FCSB and of which FCSB may replace or request for its return from the Merchant as FCSB deems fit.
Credit Slip	means a document to evidence a refund pursuant to a transaction in form and substance approved from time to time by FCSB for the purposes of this Agreement.
Deposits	means the deposits payable by the Merchant to FCSB pursuant to this Agreement and more particularly set in Item 6 of Schedule A hereto and shall include any revised sum made by FCSB from time to time.
Digital Certificate	means a digital certificate issued by the Certification Authority to the Cardholder for the purpose of authenticating the Cardholder and the Merchant in Electronic Commerce Transactions.
EMV Card	means the Card with the Visa International or MasterCard or UPI compliant chip embedded therein.

MyDebit Transaction	means transaction by the Cardholder issued with a debit card under a debit card network operated by a domestic payment card network, such as the Payments Network Malaysia Sdn Bhd (PayNet) for purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered.
Electronic Commerce Transaction	means any and all purchases, sales and payments made through the Internet between the Cardholder and the Merchant, as the case may be.
Electronic Terminals	means any and all POS Terminals, electronic draft capture system, card-less payment solutions or any other terminals which are provided by FCSB or supplier or the Merchant POS to facilitate the processing of the Card Transactions and/or Electronic Commerce Transactions, as the case may be.
Fees	means the fees payable by the Merchant to FCSB more particularly Item 6 in Schedule A and shall include any revised fees.
Global Brand Protection Programme (GBPP)	means guidelines developed by Visa, as stipulated in the GBPP Guidelines for which FCSB as the acquirer, and its sponsored Merchants should comply with in protecting the interest of Visa and the acquirer.
Internet	means a mode of communication via World Wide Web connection of computer networks where used by the Cardholder to pay for purchases of and charges relating to the Merchant's goods and services provided and/or rendered via internet for electronic commerce transactions.
Internet Purchases	means a mode of communication via World Wide Web connection of computer networks used by the Cardholder to pay for purchases of and charges relating to the Merchant's goods and/or services provided and/or rendered via Internet for Electronic Commerce Transactions.
Issuing Bank	means the Bank or any Bank, financial institution, corporation, organisation or business entity authorised to issue the Card.
MOTO (Mail Order and/or Telephone Order) Transaction	means transaction initiated by mail order communicated via electronic mail, facsimile or other electronic means or by telephone order and the payment is charged to the Cardholder's Card Account.
MasterCard Worldwide	means MasterCard International incorporated of 2000 Purchase Street, Purchase, NY 10577-2509 USA.
Member Banks	means all banks and institutions which are authorised by MasterCard Worldwide, Visa Inc. or any other approved bodies to issue relevant Cards pursuant to the Visa Program, MasterCard Program and/or any other programs made available by any approved bodies and acceptable to the Bank and includes their successors-in-title and permitted assigns.
Merchant Affiliate	means any bank, financial institution, corporation, organisation or business entity authorised to acquire merchants.
Merchant Certificate	means the certificate issued by the Certification Authority to the Merchant for the purposes of authenticating the Merchant in Electronic Commerce Transactions.
Merchant Discount	means the amount chargeable by FCSB to the Merchant at the rate percentage discount as set out in Item 5 of Schedule A of the Card Transaction amount under Clause 7 hereof and shall include any revised rate.
Merchant's website	means the website or the webpage set-up, owned and maintained by the Merchant and its service providers, where applicable, on the Internet as set out in the Item 3(f) of Schedule A of this Agreement.
MPOS	means Mobile Point of Sales which is a mobile device enabled to be used as a POS Terminal. MPOS includes the mobile payment application, payment processing services and hardware products and the application is only compatible with the smart card reader models assigned by FCSB.
Payment System Operator	means collectively Visa Inc, MasterCard Worldwide and UnionPay International, LongPay, Alipay and any others.
PAN	means Primary Account Number and which information shall also include but not limited to Card Number and security information.
Payment Instructions	means any instruction (whether written, verbal or electronic) given by a Cardholder to the Merchant, authorising the Merchant to charge the Cardholder's Card for a transaction.
PCI DSS	means Payment Card Industry Data Security Standard. PCI DSS is a set of comprehensive documents containing the security requirements developed by MasterCard Worldwide and Visa International details which are available at www.pcisecuritystandards.org .
PIN	means the Cardholder's personal identification number.
PIN-Pad	means a device used by the Cardholder to enter the PIN or other data as may be specified by FCSB pursuant to Card and/or EMV Card transaction and/or MyDebit Transaction.
POS Terminal	means any and all Point-of-Sales terminals, mechanical/electronic or any other device manually or electronically activated to read and/or record the data of each Card Transaction approved by FCSB for the purposes of this Agreement which FCSB may replace or request for its return from the Merchant as FCSB may deem fit and where applicable, shall also be deemed to include the Contactless Terminal and QR code save where the contrary is expressly provided for. In the case of a Merchant who accepts debit card, the POS Terminal/MPOS will be equipped with a reader capable of reading Track 2 on the debit card.
Privacy Policy	means FCSB policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with FCSB as may be amended from time to time and made available at FCSB's website respectively or in such manner as the FCSB deems appropriate from time to time.
Prohibited Data	means data is not allowed to be stored by the Merchant and/or any of its associated service providers. This includes but is not limited to CVV2/CVC2, PAN, PIN and magnetic stripe data.
Quick Response (QR) code	Means a form of 2D bar coded with Merchant's information This code allows the Cardholder to complete the Card Transaction by scanning the QR code using a smartphone or a tablet.
Recurring Payment Transaction	means the periodic provision and/or of goods and/or of services by the Merchant to the Cardholder where payment for the goods and services will be made to the Merchant from time to time pursuant to the Recurring Payment Authorisation.

Sales Slip	means the relevant payment slips, forms or papers supplied by FCSB to the Merchant or the records of the Electronic Commerce Transactions, mail orders, telephone orders, self-service terminal or kiosks or other forms of records of transactions charged to the Cards acceptable to the FCSB which record, confirm and is evidence of purchases and/or services incurred by the Cardholders through the use of the Cards.
Services	means the bills and other payments collection services provided by FCSB to the Merchant pursuant to the terms and conditions of the letters of offer and this Agreement hereto which are applicable to the Services comprised therein whereby FCSB agrees to collect the payment sums pursuant to the Payment Instructions from the Subscribers through the various payment channels which may be made available by FCSB to the Subscribers from time to time.
Settlement Function	means the procedures required of and carried out by the Merchant via a POS Terminal/MPOS for purposes of transmitting data of Card Transactions to FCSB or the Vendor as the case may be enable FCSB to make settlement to the Merchant.
Split Sale	means a transaction where in an attempt to avoid authorization, the Merchant splits a single day's transaction into two or more Sales Drafts bearing the same date or different dates, each of which is below the Authorized Floor Limit but when added together exceeds the Authorization Floor Limit.
Subscribers	means the persons who are subscribers of the services or products offered by the Merchant and who maintains any accounts with the Member Bank, as the case may be, and who will be making bill and/or other payments to the Merchant through the FCSB's secured website and/or mobile application and the term "Subscriber" as the context requires.
Terminal Receipt	means a document to evidence a Card Transaction produced by a POS Terminal/MPOS in form and substance approved from time to time by FCSB for the purpose of this Agreement.
Vendor	means a licensed and/or appointed merchant acquiring institution authorised by FCSB to appoint and/or acquire merchants and who may supply the POS Terminal/MPOS for the use of the merchant for accepting the Card.

- 1.2 In these conditions the singular shall include the plural and the masculine shall include the feminine or neuter gender and vice versa.
- 1.3 Subject to the necessary changes to the contents of this Agreement shall apply to MOTO Transaction, Recurring Payment Transaction, Card Transaction and in so far as certain provisions herein apply exclusively to Card Transaction, they shall not apply to MyDebit Transaction and Recurring Payment Transaction. Similarly, in so far as certain provisions herein apply exclusively to MyDebit Transaction, they shall not apply to Card Transaction and Recurring Payment Transaction and if certain provisions herein apply to Recurring Payment Transaction, they shall not apply to the acceptance of Card and MyDebit Transaction. Furthermore, in so far as certain provisions apply exclusively to EMV Card Transaction, they shall not apply to Recurring Payment Transaction, MyDebit Transaction and other Card Transactions. Similarly, in so far as certain provisions herein apply exclusively to Contactless Card transaction, they shall not apply to EMV Card Transaction, Recurring Payments Transaction, MyDebit Transaction and other Card Transaction.
- 1.4 This Agreement shall apply to Merchant participation in the Card payment acceptance services for all offices, outlets and locations of the Merchant named herein and such other offices, outlets and locations as may be agreed between FCSB and the Merchant from time to time.
- 1.5 The headings to the clauses of this Agreement are for reference only and shall not affect the interpretation and/or enforcement of the provisions of this Agreement.
- 1.6 The Appendixes/Schedules/Annexes and any letters issued by FCSB from time to time shall form and be construed as part of the Agreement. If there is any conflict or inconsistency between the Appendixes and this Agreement, the Appendixes will prevail unless stated otherwise.

2) ACCEPTANCE OF CARDS BY MERCHANT

- 2.1 Subject to the terms and conditions of this Agreement and provided that the Card is not declared invalid by FCSB or is deemed invalid pursuant to this Agreement, the Merchant shall accept all Cards presented to it for purchases of goods and/or services under such business or at such premise(s) or outlet(s) of the Merchant as specified in Item 3 (e) in Schedule A or at such other outlet(s) or location(s) of the Merchant as shall have been agreed between FCSB in writing form time to time. The Merchant hereby agrees and undertakes that it shall honour without discriminations Cards when properly presented to it and in the case of Electronic Commerce Transactions when properly authenticated as a means of payment from Cardholder seeking to make purchase of goods and/or services at the Merchant's premises or from the Merchant through the use of the Card.
- 2.2 Goods and/or services purchased by Cardholders shall be charged for by the Merchant at a price not greater than the price at which the Merchant offers to supply similar goods and/or services to other customers. All Card Transactions and Sales Slips/Terminal Receipt shall be drawn in Ringgit Malaysia only.
- 2.3 In addition and without derogating from Clauses 2.1 and 2.2, the Merchant shall not:-
- Allow the Cardholder to transact for any cash payment, cash disbursement or cash refund under any circumstances resulting from the use of the Card;
 - Receive any payment from a Cardholder with respect to charges for good and/or services included in Sales Slip/Terminal Receipt which was previously disputed and charged back by the same Cardholder;
 - In case of a Card Transaction, request for payment or any advance or additional payment either in cash or by cheque;
 - Require a minimum transaction amount below which the Merchant shall refuse to accept a valid Card;
 - Collect separately from the Cardholder any tax required to be collected and the Merchant shall include such value in the Sales Slip/Terminal Receipt;
 - Under any circumstances, levy a surcharge on the Cardholder to pay any part of the Merchant Discount (as defined in Clause 10) by any increase in the display or listed price of the provisions of goods and/or services. Upon receipt of evidence, FCSB shall have full recourse to recover the surcharge amount from the Merchant through any means FCSB shall deem fit;
 - Accept Card from Cardholder for any payment of debt whatsoever incurred from a loan or in refinancing for an existing debt raised by the Cardholder;

- h) Allow any transaction if the Cardholder fails to present the Card to the Merchant;
 - i) Accept the Card as payment for purchases of goods and/or services which are not sold or provided by the Merchant and submit the Sales Slip/Terminal Receipt to FCSB for payment;
 - j) Sell, purchase, provide or exchange Card Account number information in the form of imprinted Sales Slip/Terminal Receipt, carbon-copies of imprinted Sales Slip, copy or reproduce in any way the Cardholder's Certificate obtained by reason of Card Transactions to any third party; and
- 2.4. Where the Merchant receives card acceptance relating to a Card Transaction which the Merchant believes or suspects may relate to a Card which is stolen or otherwise belonging to a person other than the person purporting to be the Cardholder or where the circumstances surrounding the Card Transaction are in any way suspicious or irregular, the Merchant shall, without at any time informing the Cardholder or purported Cardholder or arousing his suspicious, (i) not process the Card Transactions, (ii) immediately inform FCSB by telephone at the telephone number(s) notified to the Merchant by FCSB for such purpose, and (iii) comply with the instructions given by FCSB.
- 2.5. Nothing in this Clause 2.4 shall be taken to imply that the Merchant is authorized by FCSB to breach the peace of or injure any person or property, or make any defamatory statement or act illegally or unlawfully in any way, and FCSB shall not be liable for such deed, act or conduct on the part of the Merchant. The Merchant shall indemnify FCSB against any liabilities, claims, proceedings, expenses or losses in respect of any damage to any real or personal property or injuries to any persons caused by the Merchant and/or its servants and/or its agents in the course of carrying out its obligations herein.
- 2.6. Should the Merchant be unable to determine the validity of a Card presented, the Merchant shall forthwith request from FCSB for such verification of the validity of the Card and obtain from FCSB by telephone or through other alternative means acceptable to FCSB from the source or sources nominated by FCSB to handle such verification. If FCSB or the source nominated by FCSB to handle such verification cannot be reached, the Merchant shall attempt to retain the custody of such Card by reasonable and peaceful means and the provisions in Clause 2.5 in relation to the Merchant's obligation when carrying out such obligations shall apply. Unless it is with the positive verification of FCSB, such a Card shall not be honoured by the Merchant. Where such a Card has been verified by FCSB to be valid, the Merchant shall record on the Sales Slip/Terminal Receipt the FCSB's authorisation code and such other particulars as are deemed relevant by the FCSB to evidence such authorisation.
- 2.7. Should any of the following apply, the Card shall be deemed invalid and the Merchant shall refuse acceptance of it:
- a) The date of the proposed transaction is after the expiry date embossed on the Card or encoded in Track 2;
 - b) The validity date, if any, embossed on the Card is post-dated;
 - c) The Card has been declared by FCSB or its agent as lost or stolen;
 - d) The Card does not carry the signature of the Cardholder (if applicable);
 - e) Any particular or information (if any) relating to the Cardholder has been omitted from the Card;
 - f) FCSB or its agent has declared the Card invalid on account of any reason whatsoever;
 - g) The Card has been altered, defaced, re-printed or re-embossed on the face of it in any manner;
 - h) There are other irregularities on the face of the Card;
 - i) The Card is stolen or forged;
 - j) The features of the Card do not contain particulars or comply with security features which may be introduced or implemented by FCSB, the Payment System Operator or Issuing Bank from time to time;
 - k) Where the Card has a signature, does not resemble the signature signed on the Sales Slip/Terminal Receipt or identification is uncertain or the Merchant believes to be a discrepancy in the signature;
 - l) Where the Card has a photograph of the Cardholder, the person presenting the Card does not appear to be the same person as shown on the Card;
 - m) Where the verification or identity of the person presenting the Card is required, the identification document could not be produced or verified;
 - n) Where the Card number appearing on the POS Terminal/MPOS does not match the number on the Card;
 - o) Any other reason that would lead the Merchant to reasonably enquire on the validity of the intended transaction; and
 - p) Where an instrument or device embossed or printed or otherwise bearing and of the Payment System Operator' marks is not authorised or is being altered or re-fabricated although validly used.
- 2.8 ACCEPTANCE OF CARDS BY MERCHANT VIA INTERNET
- 2.8.1 MERCHANT'S SYSTEM
- a) The Parties acknowledge that the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system software and all costs thereof, and any other matters related thereto, shall be done by the Merchant and are the Merchant's sole responsibility.
 - b) Notwithstanding Clause 2.8.1(a), the Merchant and its agents shall at all times keep all systems and media containing any information or data (whether physical or electronics) relating to Cardholders, their Card Accounts and transactions in a secure manner in no less than the standards prescribed by PCI DSS, such as without limitation encrypting transmission of Cardholders' data and sensitive information across public network, to prevent access by or disclosure to anyone other than the authorized personnel of the Merchant or FCSB. However, in the event that any of the aforesaid information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered or otherwise

compromised, the Merchant shall report and give written notice of such loss, damage, theft, tampering or compromise to FCSB immediately upon the Merchant having notice thereof.

- c) Notwithstanding Clause 2.8.1(a), if the Merchant upgrades or changes the version or type of its software and/or hardware or any other part of its system relating to Card Transaction, the Merchant is to inform FCSB of such changes prior to its implementation and conduct testing with FCSB's system as soon as possible. FCSB shall not be liable for any loss or damage suffered by any party of for any incompatibility between the Merchant's system and FCSB system's due to such changes made by the Merchant.
- d) The Merchant shall accept full responsibility, and FCSB shall not be liable in any way, for claims, liabilities, fees, fines, penalties, expenses, costs, losses or damages of whatever nature brought against, suffered or incurred by or caused to FCSB or any party whatsoever due to arising out of or in connection with this Agreement or any breach or compromise of the security or integrity (including but not limited to any breach or compromise of the standards prescribed by PCI DSS and Visa GBPP), or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or the Merchant's system or due to any error, negligence or fraud relating to a Card Transaction by the Merchant and/or the Merchant's agents, servants, employees or contractors.
- e) Notwithstanding Clause 2.8.1(a), FCSB and its agents shall be entitled to enter any of the Merchant's premises with or without any prior written notice to the Merchant to inspect and have full access to the Merchant's software, hardware and/or any other part of its system with a view to ascertaining whether the setting-up, operation, maintenance, security and integrity thereof or any other matter related thereto is in compliance with the standards prescribed by the PCI DSS and GBPP and/or may adversely affect FCSB interests or rights under this Agreement.

2.8.2 MERCHANT'S DIGITAL CERTIFICATE

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

2.8.3 WEBSITE REQUIREMENTS

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

3. CARD TRANSACTION

3.1 The provisions in this Clause 3 shall be applicable in the case of transactions carried out through the use of Cards to the exclusion of EMV Cards which shall be governed by Clause 5.2 and Contactless Card which shall governed by Clause 5.3:-

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

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

c) Authorized Floor Limit

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

Using POS Terminal/MPOS

- 3.2 On each occasion a Terminal Receipt is drawn up to evidence a transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale:-
 - a) Verify the validity of the Card;
 - b) Have the Card details (including but not limited to the Card account number of the Cardholder, the Cardholder's name and the expiry date of the Card) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) imprinted on the Terminal Receipt by means of the POS Terminal/MPOS and have it completed to show the authorisation code and such other particulars as are deemed relevant by the FCSB to evidence such authorisation, the date of the transaction, details and prices (including applicable taxes) of the goods and/or services and other details as may be specified by FCSB from time to time and ensure that the Card details match the particulars embossed on the Card; and
 - c) The Merchant shall obtain the signature of the Cardholder on the Sales Slip/Terminal Receipt and the Merchant shall verify/compare to ascertain that such signature shall be identical to that appearing on the Card. If such verification is uncertain, or in the event the signature differs, or in the event the Merchant believes there to be discrepancy in the signature, the Merchant shall contact FCSB for instructions; or
 - d) When a pin based EMV Card is being utilised, the Merchant shall ensure that the Cardholder enters his/her PIN via the PIN Pad to authorise the completion of the charges and shall ensure that the Cardholder's PIN is not compromised at all times.
- 3.3 The Merchant shall use the Sales Slip/Terminal Receipt to evidence sales against Cards and shall also complete such other documents in accordance with all statutory requirements, if any. It shall be the obligation of the Merchant PRIOR to the completion of the transaction to ensure that on each Sales Slip/Terminal Receipt the signature on the affixed thereon shall be similar to that shown on the Card or PIN entered is verified and/or approved. Should the signature on the Card differ from the signature on the Sales Slip/Terminal Receipt, FCSB shall refuse to make payment to the Merchant for the amount shown on the Sales Slip/Terminal Receipt and the Merchant agrees with FCSB that the decision of FCSB shall be accepted by the Merchant as final and conclusive against the Merchant. Notwithstanding that FCSB may have effected payment to the Merchant in respect of the sales via the Settlement Function or have in advertently or on account of any other reason authorised payment to the Merchant in respect of any Sales Slip/Terminal Receipt which contains a discrepancy in the signature of the Cardholder, FCSB shall have the absolute right to a restitution of such payment by way of a set-off or cash restitution from the Merchant as FCSB may deem fit.
- 3.4 The purchase of goods and/or services by the Cardholder on any one occasion from the Merchant regardless of their aggregate values shall constitute a single transaction. The merchant shall not be permitted to regularise a single transaction with any Cardholder by means of employing two or more Sales Slips/terminal Receipts to evidence a single transaction. A single transaction may only be split and recorded in two or more Sales Slip/Terminal Receipt when the goods and/or services are to be delivered or performed at a later date and one Sales Slip/Terminal Receipt is completed to evidence the payment of a deposit and the second Sales Slip/Terminal Receipt is completed to evidence the obligation of the Cardholder to pay for the balance.
- 3.5 In a case where a single transaction may be split, the Merchant shall PRIOR to the completion of the transaction request and obtain from FCSB by telephone or through other alternative means acceptable to FCSB, FCSB's specific authorisation from the source or sources nominated by FCSB to approve such authorisation and shall record on the Sales Slip/Terminal Receipt the authorisation code, the date of the transaction, details and prices of the goods and/or services as well as the words "deposit" or "balance" appropriate.
- 3.6 The Sales Slip/Terminal Receipt containing the description "balance" shall not be presented to FCSB for payment until the goods have been delivered or the services performed.

Using Electronic Commerce Services via Internet

- 3.7 The Merchant hereby agrees and undertakes that it shall honour without discrimination, as a means of payment for Electronic Commerce Transaction, Cards properly authenticated.
- 3.8 The Merchant shall observe all reasonable security measures in accordance with standard industry practise whether or not prescribed by FCSB (which includes but not limited to such security measures prescribed by Visa International) in respect of the acceptance of any Card for payment of any Card Transaction. The Merchant shall use its best endeavours to ensure validity of the Card Transactions. In addition, the Merchant undertakes not to effect any payment transaction requesting for payment in connection with any Card Transaction which is a Mail Order Transaction.
- 3.9 The Merchant shall seek authorization from FCSB for each and every Card Transaction and shall only complete a transaction after the Merchant has received the approval from FCSB.

Merchant's Initial	
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- 3.10 The Merchant shall comply with all instructions whatsoever given to the Merchant by FCSB in response to a request by the Merchant for payment in connection with any Card Transaction carried out pursuant to the Payment Instructions.
- 3.11 All Card Transactions shall be in Ringgit Malaysia (RM) unless the Merchant requests in writing that FCSB accepts Card Transactions in some other currency and FCSB at its sole discretion so approves such request in writing and any approval, if given, may be on such terms and conditions to be determined by FCSB.

4 AUTHORISATION

- 4.1 Authorisation Code from the Authorisation Centre of FCSB shall be deemed necessary in order to complete the transaction for the Card Transaction and the Merchant is not entitled and must not complete any Card Transaction by way of any other means other than through the use of the Electronic Terminals. For the avoidance of doubt, the Merchant is not entitled and must not complete any Card Transaction by way of obtaining authorisation and approval through any other mode or manner.
- 4.2 Where the Merchant's offices and/or outlets and/or establishments have been equipped with an Electronic Terminal, all requests for authorisation shall be automatically dialled-up via the Electronic Terminal and the Authorisation Code shall be granted on-line.
- 4.3 FCSB shall not be obliged to effect payment to the Merchant in respect of:-
- a) any Charges for which an Authorisation Code was required but was not obtained;
 - b) where the Authorisation Code on the Sales Slip/Terminal Receipts, MOTO form does not correspond with FCSB's record of the relevant Authorisation Code issued;
 - c) Where the Authorisation Code obtained from the Authorisation Centre has exceeded 30 Calendar Days timeframe of the Authorisation Code's validity irrespective of whether the delay caused by the Merchant was with or without intention; and/or
 - d) For Electronic Commerce Transaction, any charges for which authorisation and approval was obtained by way of any other means other than through the use of the payment gateway prescribed by FCSB and/or the Authorisation Code obtained through the relevant Electronic Terminal or where the authorisation and approval codes on the Cardholder's Certificate does not correspond with FCSB's record of the relevant the authorisation and approval codes issued for the Card Transaction.
- 4.4 The Merchant hereby agrees that FCSB's record of each Authorisation Code issued and of the amount authorised shall be deemed to be conclusive against the Merchant as to these matters. However, the requirement of authorisation is solely for the protection of FCSB and the authorisation of any Card Transaction by FCSB shall not constitute any warrants or representation by, or give rise to any variation, waiver or estoppels whatsoever against FCSB, in relation to the Card Transaction.

5 MYDEBIT, EMV CARD AND CONTACTLESS CARD TRANSACTIONS

MyDebit Transaction

- 5.1 The provision in this Clause 5.1 shall be applicable in the case of transactions carried out through the use of MyDebit cards:
- a) On each occasion a Terminal receipt is drawn up to evidence a transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale;
 - i. verify the validity of the debit card;
 - ii. have the debit card details (including but not limited to the Cardholder's name) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) printed on the Terminal Receipt by means of the Electronic Terminal and have it completed to show the authorisation code and such other particulars as are deemed relevant to FCSB to evidence such transaction, date of the transaction, details and prices of the goods and/or services (including applicable taxes) and other details which may be specified by FCSB from time to time and ensure that the debit card details match the particulars embossed on the debit card; and
 - iii. before a copy of the completed Terminal Receipt is handed over to the Cardholder, the Merchant shall obtain the signature of the Cardholder on the Terminal Receipt and the Merchant shall verify/compare to ascertain that such signature shall be identical to that appearing on the debit card or that PIN entered is authenticated and approved and/or verified by the Electronic Terminal.
 - b) The Merchant shall ensure that the PIN Pad is handed to the Cardholder to enable the Cardholder to key in the PIN and instructions to effect the MyDebit Transaction.

EMV Card Transaction

- 5.2 The provisions in this Clause 5.2 shall be applicable in the case of transactions carried out through the use of the EMV Card:-
- a) On each occasion an EMV Card is presented to the Merchant for transaction, the Merchant shall verify the validity of the EMV Card from the data stored in the compliant chip and process transactions by utilising the POS Terminal/MPOS where the authorisation code will be granted or declined electronically. If the Merchant is unable to determine the validity of the EMV Card from the compliant chip for any reasons after several attempts, as the POS Terminal/MPOS indicated, the Merchant shall then verify the validity of the EMV Card from the data stored in the magnetic strip embedded in the EMV Card.
 - b) Where the EMV Card has been verified as valid, the Merchant shall forthwith complete the transaction as the Terminal indicates:-
 - i. As prompted by the Electronic Terminal, when a pin based EMV Card is being utilised, the Merchant shall ensure that the Cardholder enters his/her PIN via the PIN Pad to authorise the completion of the charges and shall ensure that the Cardholder's PIN is not compromised at all times.

- ii. The Merchant shall ensure that the PIN Pad is handed to the Cardholder to enable the Cardholder to key in the PIN and instructions to effect the Card Transaction.
 - iii. As prompted by the Electronic Terminal, when a signature based EMV Card is being utilised, the Merchant shall obtain a signature of the Cardholder in the appropriate place on the Terminal Receipt and shall always compare to ascertain that such signature shall be identical to that appearing on the Cardholder's EMV Card. If such identification is uncertain, or in the event the signature differs, or in the event the Merchant believes there to be discrepancy in the signature, the Merchant shall contact FCSB for instructions.
- c) FCSB reserves all its rights under this Agreement against the Merchant in respect of any breach of this Clause 5.2 which results in EMV Card counterfeit and/or fraud.

Contactless Card Transactions

- 5.3 The provision in this Clause 5.3 shall be applicable in the case of transactions carried out through the use of the Contactless Card:-
- a) The Merchant shall ensure that a Contactless Terminal is made available to the Cardholder to enable the Cardholder to tap or wave the Contactless Card at the Contactless Terminal to effect the card transaction.
 - b) On each occasion a Terminal Receipt is drawn up to evidence a Contactless Card transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale have the Contactless Card details (including but not limited to the Cardholder's name and the expiry date of the Contactless Card) and the Merchant details (including but not limited to the Merchant's name, location and Merchant account number (ID)) imprinted on the Terminal Receipt by means of the POS Terminal/MPOS and have it completed to show the authorisation code and such other particulars as are deemed relevant by FCSB to evidence such authorisation, the date of the transaction, details/prices of the goods and/or services (including applicable taxes) and other details as may be specified by FCSB from time to time and ensure that the Contactless Card details match the particulars embossed on the Contactless Card. The completed Terminal Receipt requires no signature of the Cardholder and the 'Customer's Copy' of the Terminal Receipt is to be handed over to the Cardholder.
 - c) The purchase of goods and/or services by the Cardholder on any one occasion from the Merchant shall constitute a single transaction and the Merchant shall not accept a Contactless Card to effect payment for purchase of goods and/or services exceeding a sum to be specified by FCSB from time to time in a means of employing two or more Terminal Receipts to evidence a single transaction.
 - d) The Merchant shall not accept a Contactless Card for payment of any purchase of goods and/or services exceeding the contactless limit.

6 COMPLETION AND PRESENTATION OF SALES SLIP/TERMINAL RECEIPT FOR CARD TRANSACTIONS

- 6.1 Upon obtaining the signature of the Cardholder on the Sales Slip/Terminal Receipt for Card Transactions and upon issuance of the Terminal Receipt for EMV Card Transactions and Contactless Card Transaction, the Merchant shall:-
- a) in the case of Sales Slip (which shall be issued in duplicate), furnish to the Cardholder and retain the copy of the Sales Slip designated for the Merchant; and
 - b) The copy of the Terminal Receipts must be kept and retained by the Merchant for a period of not less than eighteen (18) months (or such other period as may be specified by FCSB) from the date of transaction. The Merchant shall furnish the duplicate of the Terminal Receipt or such other documents evidencing the Card Transaction to FCSB within three (3) Business Days from the date of the FCSB's request. The Merchant hereby agrees that failure on its part to furnish the duplicate of the Terminal Receipt and such other required documents upon request by FCSB shall constitute a breach by the Merchant to the remedies specified in Clauses 15, 16 and 17 herein.
- 6.2 Upon completion of each transaction as evidenced by the handing over of the completed Sales Slip/Terminal Receipt to the Cardholder, the Merchant shall not be permitted to make any alteration or amendment whatsoever in relation to the Sales Slip/Terminal Receipt. Any purported alteration or amendment to the completed Sales Slip/Terminal Receipt shall render the Sales Slip/Terminal Receipt invalid and FCSB shall be entitled to refuse payment to the Merchant. Notwithstanding that FCSB may have effected payment to the Merchant as a result of the Merchant executing the Settlement Function or have inadvertently or on account of any other reason authorised payment to the Merchant in respect of any Sales Slip/Terminal Receipt which contains any alteration or amendment whatsoever, FCSB shall have the absolute right to a restitution of such payment by way of a set-off or cash restitution from the Merchant as FCSB deems fit.
- 6.3 Notwithstanding any provisions in this Agreement, should the Sales Slip/Terminal Receipt be determined by FCSB at its absolute discretion to contain or be affected by any irregularity or whatever description, whether such irregularity is attributable to any act of forgery or otherwise or the transaction is one in violation of laws or rules or governmental agency, local or otherwise, or if FCSB receives a written statement of denial or non-admission of the transaction from the Cardholder in respect of the Sales Slip/Terminal Receipt shall be deemed thereby as invalidated ("Irregular Sales Slip/Irregular Terminal Receipt") and FCSB shall be entitled to refuse payment to the Merchant and/or seek restitution of such payment by way of a set-off or cash restitution from the Merchant (in the case where payment has been effected to the Merchant in respect of any Sales Slip/Terminal Receipt). The said written statement denial or non-admission from the Cardholder if received by FCSB shall be regarded as final and conclusive and binding on the Merchant. Notwithstanding the foregoing, payment may be made by the FCSB to the Merchant provided such irregularity has been referred to and ratified by the relevant Cardholder in writing and provided any expenses incurred thereof by FCSB shall be borne by the Merchant.
- 6.4 Notwithstanding Clause 6.3:-
- a) where FCSB is the issuer of the Card under which such Irregular Sales Slip/Irregular Terminal Receipt are effected:-
 - i. FCSB shall, at its sole discretion, be entitled, at any time and without assigning any reason to the Merchant, to withhold payment for any of the said Irregular Sales Slip presented to FCSB for payment by the Merchant for a period of up to six (6) months from the date of presentation of the Irregular Sales Slip for investigation to determine if the same could or should be determined as invalidated and aforementioned and should FCSB determine after the said withholding period that the Irregular Sales Slip are not to be invalidated, payments in respect thereof shall be made to the Merchant free of interest;

- ii. in the event FCSB had effected payment to the Merchant for the amount stated in the Irregular Terminal Receipt upon the Merchant executing the Settlement Function and should FCSB in its absolute right to a restitution of such payment made by way of a set-off or cash restitution from the Merchant as FCSB may deem fit; and
- iii. FCSB shall not be held liable or responsible to the Merchant or any other party for loss damage or any claims whatsoever and howsoever arising by reason of or by virtue of FCSB effecting the withholding of payment or setting-off the payment due to the Merchant as provided herein.

b) where FCSB is not the issuer of the Card under which such Irregular Sales Slip/Terminal Receipt are effected:-

- i. FCSB shall be entitled to withhold payment for any Irregular Sales Slip for a period of up to six (6) months from the date of presentation of the Irregular Sales Slip ("the Withholding Period"). Within the Withholding Period FCSB shall endeavour to obtain the confirmation of validity of the Irregular Sales Slip in writing from the relevant Cardholders or the relevant Card issuers.
- ii. in the event FCSB had effected payment to the Merchant for the amount stated in the Irregular Terminal Receipt upon the Merchant executing the Settlement Function and should FCSB in its absolute discretion after the investigation determine that the Irregular Terminal Receipt are to be invalidated, FCSB shall have the absolute right to a restitution of such payment made by way of a set-off or cash restitution from the Merchant as FCSB may deem fit; and
- iii. FCSB shall not be held liable or responsible to the Merchant or any other party for loss damage or any claims whatsoever and howsoever arising by reason of or by virtue of FCSB effecting the withholding of payment or setting-off the payment due to the Merchant as provided herein.

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

- a) The Card presented by the Cardholder was a valid Card at the relevant time of transaction;
- b) All statements of fact therein are correct and true and the Merchant has complied with all requirements imposed by law and by this Agreement in relation to the transaction;
- c) The Merchant has sold goods and/or services to the value stated therein;
- d) No charge, payment, premium or similar obligation even if under a separate contract, has been received from or imposed on the Cardholder as a condition of the transaction as evidenced by the Sales Slip/Terminal Receipt and the value stated on the Sales Slip/Terminal Receipt evidences the bona fide sum due and owing from the Cardholder;
- e) The Sales Slip/Terminal Receipt was completed and the details on the Sales Slip/Terminal Receipt have not been altered subsequent to the transaction and in the case of Card transactions where the signature of the Cardholder is required, the Sales Slip/Terminal Receipt was signed in the presence of the Merchant or an agent of the Merchant and that the signature thereon has been compared and determined to be similar to the signature on the Card;
- f) Should the Card contain a photograph of the Cardholder, the Merchant had compared the photograph and the person who presented the Card and has ascertained that the person as shown in the photograph and the person who had presented the Card appeared to be the same person;
- g) The Merchant has complied with the provisions on Card acceptance set out in Clause 2, Clause 3, Clause 5.1, Clause 5.2 or Clause 5.3, whichever is the applicable and all other applicable provision set out in this Agreement;
- h) The Sales Slip/Terminal Receipt is authorised by the Cardholder and/or not obtained by fraudulent means;
- i) The value on the Sales Slip/Terminal Receipt shall have not been assigned or charged to any third party;
- j) The Cardholder shall not have sought to repudiate or rescind the contract with the Merchant;
- k) The Cardholder shall not have acquired any right of set-off or counterclaim available against the Merchant in respect of the value of the Sales Slip/Terminal Receipt;
- l) The Merchant shall not have agreed with the Cardholder for any extension of the contractual time for payment of the goods purchased and/or services rendered or for any waiver or modification of the terms of the contract;
- m) There are sufficient funds or limit in the Cardholder's Card Account;
- n) The Cardholder's signature on the Sales Slip/Terminal Receipt was not obtained by fraud or any other illegal means;
- o) All information contained on the Sales Slip/Terminal Receipt are true and correct and do not contain any error due to fraud, negligence, technical malfunction or any other reasons whatsoever;
- p) Every contract entered into by the Merchant with the Cardholder shall fulfil all statutory and other requirements (including but not limited to the requirements set out by the Payment System Operator) for its validity and enforceability; and
- q) For Electronic Commerce Transactions, the Merchant shall upon completion of a Card Transaction provide the Cardholder with a transaction receipt either through a separate email message or send a physical receipt by post. The transaction receipt must include the following:-
 - i. Merchant's name
 - ii. Merchant's online address
 - iii. Card Transaction amount
 - iv. Card Transaction currency
 - v. Card Transaction Date
 - vi. Card Transaction identification number;

- vii. Cardholder's name
- viii. Cardholder's Card Account number with the first (1st) twelve (12) digits truncated
- ix. Authorization code
- x. Description of goods and/or services purchased; and
- xi. Return/Refund policy

7 PAYMENT TO THE MERCHANT FOR CARD TRANSACTIONS

- 7.1 The merchant shall execute the Settlement Function (in respect of Card Transaction) every day before **2300** hours. In the event the Merchant fails to execute the Settlement Function by the seventh (7th) Calendar Days from the Card Transaction date, FCSB is entitled to charge the Merchant a late settlement fee. The fee is 0.8% in addition to the Merchant Discount rate without prejudice to the rights of FCSB in Clauses 14, 15, 16 and 17 herein.
- 7.2 The obligation of FCSB to make any payment to the Merchant in the manner provided for in this Agreement shall be subject to the following conditions precedent:-
- a) upon the execution via the Settlement Function; and
 - b) subject to any other conditions as FCSB may stipulate from time to time at its sole discretion.

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

- 7.3 Where an obligation to make payment to the Merchant pursuant to Clause 7.2 is triggered and subject to the Merchant's due compliance of the terms of this Agreement, FCSB shall make payment to the Merchant by way of a direct credit to the Merchant's bank account Provided Always and notwithstanding any provision of this Agreement to the contrary, FCSB reserves the right to withhold payment and accumulate the payment to the Merchant if the total amount of payment to the Merchant (less the Merchant Discount and less the aggregate amount of rebates and refunds granted to the Cardholder and less all other amounts due and payable to FCSB under this Agreement or otherwise) is less than Ringgit Malaysia One Hundred (RM100.00). Payment by FCSB shall not constitute confirmation that the Sales Slip or the execution of the Settlement Function are accepted according to the conditions and procedures stated in this Agreement or are free of discrepancies, irregularity or any violation. The Merchant agrees that FCSB shall have the right to claim back from the Merchant any erroneous payments or extra payments made to Merchant and such sum of monies shall be repaid to FCSB on demand by FCSB exercising its Right of Set-Off (Clause 17) or by raising a claim on the Merchant or by any other means as FCSB deems fit.
- 7.4 In respect of any dispute between the Merchant and FCSB arising from the aforesaid settlement procedures or in respect of moneys owing and due to the Merchant it shall be the obligation of the merchant to formally notify FCSB in writing within seven (7) days from the date of such dispute or the discovery of such discrepancies or errors, whichever the Merchant shall be deemed to have waived its right to raise such dispute or such discrepancies or errors.
- 7.5 All figures are subject to final audit and checking by FCSB. Payment by FCSB to the Merchant does not constitute confirmation that the Card Transactions are accepted free of irregularity or any violation and shall be subject to refusal or chargeback by FCSB in accordance with Clause 16 and nothing in this Clause 7 shall preclude FCSB from correcting any error or discrepancy in such amount paid by giving written notice to the Merchant or claim back from the Merchant. The Merchant further agrees that FCSB reserves the right to claim back from the Merchant any other payment due from the Merchant to FCSB and may be recovered on demand by any ways or methods stipulated in this Agreement or provided by law.
- 7.6 The Merchant shall not change or terminate its account without giving FCSB five (5) Business Days prior notice and the change shall not take effect without the written consent for the change from FCSB. It is hereby agreed that FCSB shall not be liable for any losses or damages suffered by the Merchant arising as a consequence of late presentation of such notice of change or termination.
- 7.7 The Merchant agrees that FCSB shall not be liable or obliged to pay, refund or transfer any Card Transaction not settled in accordance to Clause 7.1 PRIOR to any lost, damaged or stolen POS Terminal/MPOS.
- 7.8 If FCSB is prevented by any circumstances beyond its reasonable control from paying the Merchant in accordance with this Agreement, FCSB shall as soon as reasonably practical make payment to the Merchant but it shall not be liable for any losses, damages or costs suffered by the Merchant for such delay.

8 RETURNED MERCHANDISE AND OTHER ADJUSTEMENTS IN RESPECT OF CARD/MYDEBIT TRANSACTIONS

- 8.1 Should any goods and/or services be not received and/or performed or are cancelled or in the case of goods, the same having been received by the Cardholder are subsequently rejected or accepted for return or if the price is disputed by the Cardholder or price adjustment is allowed or if, contrary to this Agreement, the Merchant used two or more Sales Slips/Terminal Receipts to evidence a Card Transaction ("the Disputed Transaction"), the Merchant shall not make any cash refund but shall perform one of the following:
- a) In the case of a Card Transaction effected through the use of a POS Terminal/MPOS and provided that the Merchant has not activated the Settlement Function, the Merchant shall take steps to void any entry already keyed in to record the Disputed Transaction.
 - b) If the Merchant has activated the Settlement Function or if the Disputed Transaction has been paid by FCSB to the Merchant, the Merchant shall process an online credit transaction to FCSB or any source nominated by FCSB for completing a Credit Slip. The Merchant shall sign and date each Credit Slip and shall include thereon an identification of the merchandise returned, services cancelled or adjustments made and the amount of the credit in sufficient detail to identify the earlier transaction. A completed copy of the Credit Slip shall be delivered or forwarded to the Cardholder and to FCSB within three (3) Business Days of its issuance date but in any event not later than thirty (30) Calendar Days from the original Card Transaction.
- 8.2 The Merchant agrees that FCSB shall impose processing fee on any reversal or cancellation of the Card Transaction requested by the Merchant and FCSB will not refund the Merchant Discount rate or any part thereof it had deducted from the earlier payment made to the Merchant. The Merchant further agrees that such sum may be refunded to FCSB either by cash or cheque or by FCSB exercising its Right of Set-Off (Clause 17) or by FCSB raising a claim on the Merchant for the Merchant's immediate settlement thereafter.

8.3 The Merchant shall not make any such cash or cheque refund of the amount shown on the Credit Slip or on any transaction previously paid using the Card.

9 COMPLETION OF RECURRING PAYMENT TRANSACTIONS AND TRANSACTION VIA MOTO (MAIL ORDERS AND TELEPHONE ORDERS)

9.1 When transaction is a Recurring Payment Transaction or a MOTO Transaction, in accepting and honouring the Card, the Merchant shall ensure the following acceptance procedures are strictly observed and complied with:

- a) In the event of MOTO Transactions to the exclusion of telephone order transactions where Clause 9.1(b) is applicable, the Merchant shall ensure that the Authorisation Form presented by the Cardholder is legibly completed with the following:
 - i. The Cardholder's Card Account number, expiry date and security code;
 - ii. The transaction amount (including applicable taxes);
 - iii. The Cardholder's name, home/office address and home/office telephone number;
 - iv. A description of the goods sold or services rendered in detail sufficient to identify the transaction; and
 - v. The signature of the Cardholder.
- b) In the event of Telephone Order transaction, the Merchant shall base on the information given directly from the Cardholder complete the Authorisation Form with the following:
 - i. The Cardholder's Card Account number, expiry date and security code;
 - ii. The transaction amount (including applicable taxes);
 - iii. The Cardholder's name, home/office address and home/office telephone number; and
 - iv. A description of the goods sold or services rendered in detail sufficient to identify the transaction.
- c) In the event of Recurring Payment Transactions, the Merchant shall ensure that the Authorisation Form presented by the Cardholder is legibly completed with the following:
 - i. The Cardholder's Card Account number, expiry date and security code;
 - ii. The transaction amount (including applicable taxes);
 - iii. The Cardholder's name, home/office address and home/office telephone number;
 - iv. A description of the goods sold or services rendered in detail sufficient to identify the transaction; and
 - v. The signature of the Cardholder.

9.2 The Merchant shall only accept a Card that is within the validity period expressed by the Cardholder and unexpired.

9.3 In the event POS Terminal/MPOS is provided to the Merchant in connection with a MOTO and/or Recurring Payment Transaction, the Merchant shall complete the authorisation/approval and charge the Cardholder's card account via the use of the POS Terminal/MPOS. If no POS Terminal/MPOS is provided to the Merchant in connection with the MOTO and/or Recurring Payment Transaction, the Merchant shall seek authorisation/approval from FCSB and shall write, type or print legibly the authorisation/approval code evidencing any authorisation/approval so obtained on the Authorisation Form with the designated merchant Number before completing the transaction.

9.4 Every Authorisation Form in connection with a MOTO Transaction shall be delivered directly by the Merchant to FCSB within three (3) Business Days from the date of the relevant transaction.

9.5 In the event billing file is provided to the Merchant in connection with Recurring Payment Transaction, the following acceptance procedures are strictly observed and complied with:

- a) The Merchant shall create and send an input billing file to FCSB together with a softcopy report via File Transfer Protocol (FTP) and/or email and/or other means determined by FCSB.
- b) FCSB shall process the input billing file received from the Merchant and subject to the success/approval of the transaction, FCSB shall debit Cardholder's Card Account accordingly.
- c) FCSB shall send to the Merchant the status of the billing file (i.e. Output billing file) and softcopy reports (merchant daily journal) via FTP and/or email and/or other means determined by FCSB within two (2) Business Day after receipt of the billing file from the Merchant. The output payment file shall contain information on all successful transactions and unsuccessful transactions.
- d) For successful transactions, the Merchant shall update its Cardholder's account accordingly within two (2) Business Days upon receiving the output billing file from FCSB.
- e) In the event of a dispute between the Merchant and the Cardholder in respect of payment made to the Merchant through the Services, the Merchant shall accept the Cardholder's Card Account statement or FCSB's reports in relation to the payment so effected by FCSB or such other documents as may be agreed upon by the parties hereto from time to time as evidence of payment.
- f) In the event that the billing file cannot be processed due to technical problem, the Merchant or FCSB upon being informed by each other as the case may be, shall take steps to rectify the problem and send the amended input or output billing file accordingly earliest possible.

9.6 If the relevant Cardholder denies liability in respect of any transaction initiated or concluded by way of MOTO, FCSB shall be entitled, in addition to the rights contained in this Agreement, to full reimbursement of the amount paid to the Merchant. For the purpose of this Clause, it is irrelevant whether the Merchant has observed the terms and conditions of this Agreement or has obtained an authorisation/approval code from FCSB.

10 MERCHANT DISCOUNT

10.1 Unless otherwise agreed to by FCSB in writing, the Merchant shall pay to FCSB a Merchant Discount rate on the amount due from FCSB to the Merchant under Clause 7 at the rate set out in Item 4 of Schedule A.

10.2 The relevant Merchant Discount rate and other sums of money (if any) owing by the Merchant to FCSB shall be deducted by FCSB before the merchant is paid on each occasion in accordance with the provisions herein.

10.3 FCSB reserves the right to its absolute to review and vary the Merchant Discount rate from time to time and any changes thereto shall be effective on the date specified by FCSB in such notification to the Merchant. The review of the Merchant Discount rate, if any, would be notified to the Merchant via electronic mail and/or letter and/or fax and/or any other means determined by FCSB and still serve as a valid mode of informing the Merchant of such revision.

11 ELECTRONIC TERMINAL SUPPLIED TO REMAIN THE PROPERTY OF FCSB

11.1 Each and every type of Electronic Terminal supplied to the Merchant or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate by FCSB under this Agreement including the intellectual property rights to any software, hardware, system and the architecture, shall remain the property of FCSB or such other person as may be specified by FCSB at all times and shall be surrendered to FCSB in good working order or condition on termination of this Agreement or on demand Save for reasonable wear and tear, the cost of repairs and replacement of spare parts and/or Electronic Terminal arising from negligent damage, unauthorised use, abuse or misuse of the Electronic Terminal shall be borne by the Merchant and paid to FCSB within fourteen (14) Business Days from the date of FCSB's notice requiring such payment.

11.2 The Merchant agrees and undertakes to pay such rental deposit and shall bear all related rental, fees and service tax that may be charged by FCSB or such vendor appointed or nominated by FCSB for the use of the Electronic Terminal (collectively the "Rental") and agrees to be responsible for all such installation fees for any telecommunication facilities and/or any other requirements, including but limited to the costs and charges for providing the facilities, electrical power points and telephone lines and any other operating charges exclusively for the installation and operation of the Electronic Terminal. The Rental may be reviewed at any time at the sole and absolute discretion of FCSB.

11.3 The Merchant agrees to take all necessary precautions to prevent and shall immediately notify FCSB of any theft, loss, negligent damage, unauthorised use, abuse or misuse of the Electronic Terminal.

11.4 The Merchant shall allow FCSB's authorised personnel or agents to enter their premises to install, inspect, repair, service or remove the Electronic Terminal at any reasonable time. Upon completion of installation, repair or service of the Electronic Terminal, the Merchant must acknowledge acceptance of the installation, repair or service in writing. The Merchant hereby agrees to cooperate in all inspection and repairs. FCSB shall not be liable for any loss and/or damage or delay caused to the Merchant due to the delay in repairing the Electronic Terminal.

11.5 The Merchant shall notify FCSB of the Electronic Terminal failure within one (1) Business Day after becoming aware of the Electronic Terminal failure. FCSB shall not be liable for any loss or damage suffered by the Merchant as a result of the failure.

11.6 The Merchant shall not move or transfer the Electronic Terminal to a different office and/or outlet and/or locations and/or establishments other than that stated in Item 2(e) of Schedule A without first obtaining FCSB's prior written consent.

11.7 The Electronic Terminal is to be for the exclusive use of the Merchant and the Merchant shall not allow any unauthorised person(s) to have access to the Electronic Terminal or to benefit from the Electronic Terminal at any time.

11.8 The Merchant is under a duty to prevent tampering of the Electronic Terminal, which includes interference, manipulation, illegal modification or reverse engineering to the Electronic Terminal and/or its related software programme, or remove, conceal or alter any markings attached to the Electronic Terminal, which indicate the ownership of the Electronic Terminal. The Merchant agrees that it shall notify FCSB and/or its agent immediately and liable for any damage, loss and costs arising as a consequence of such action.

11.9 The Merchant must not sell, assign or sub-lease the Electronic Terminal or allow third party to acquire rights in or over the Electronic Terminal by way of encumbrance of otherwise without prior consent from FCSB. The Merchant agrees that FCSB shall impose an immediate penalty payable to FCSB and/or terminate this Agreement as a consequence of such actions.

11.10 The Merchant must only operate the Electronic Terminal to process Card Transaction in accordance with this Agreement and FCSB's directives and instructions as set out or established by FCSB from time to time.

11.11 FCSB shall not be liable for any negligence or wilful conduct on the part of the Merchant in operating the POS Terminal/MPOS or for non-compliance of whatever terms set out in this Agreement. In addition, FCSB and/or its authorised vendor, its employees, servants and agents shall have no obligation or liability of any kind (whether direct or indirect) to or through the Merchant with respect to its access or or use of the result obtained from the Equipment or any part of them provided by or through FCSB and/or its authorised vendor and nothing in this clause shall exclude, restrict or modify the rights of FCSB herein and render the conditions of this clause void.

11.12 FCSB and/or its authorised vendor shall not be liable for any incidental or consequential damage arising from the use of the Electronic Terminal. FCSB and/or its authorised vendor shall not be liable to the Merchant for any wrong transmission or divulging of information of the Merchant's customers. FCSB and/or its authorised vendor shall not be liable to the Merchant for any loss or damage to the Merchant or any person wither directly or indirectly arising out of the performance of this Agreement.

11.13 The Merchant hereby agrees to indemnify and keep FCSB and/or its authorised vendor indemnified against all losses (including but not limited to the costs of replacement of each Equipment lost or stolen), claim and damages arising from a breach of the terms and conditions herein by the Merchant and/or its employees, servants or agents.

11.14 FCSB has the right to deduct and set-off any amount due from the Merchant to FCSB under Clause 11 from the rental deposit paid under Clause 11.2.

11.15 MOBILE POINT OF SALES SERVICE (MPOS)

- a) In order to use the MPOS service, the Merchant must be registered by FCSB to use the Service and comply with the registration and activation procedures prescribed by FCSB.
- b) THE MPOS service will only be available with the smart card reader model assigned by FCSB and is to be used for mobile devices and data connections which meet the required specifications and configurations as may be specified by FCSB from time to time. The Merchant agrees to procure and maintain a mobile phone and data connection which meet these requirements at the Merchant's own expenses. The MPOS service also requires a mobile device with location services (GPRS) enabled. Failure to meet the specification will result in limitation to the access and operations of the MPOS service.
- c) The Merchant's account permits the Merchant to accept Payment Instructions on Card Transactions, and to account for, settle or void those transactions on registered mobile devices with FCSB. Devices modified contrary to the manufacturer's software or hardware guidelines, including

but not limited to those with disabled hardware or software controls, sometimes referred to as “jail broken” are not compatible mobile devices. The use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement and is a ground for termination of the Merchant’s account. FCSB does not warrant that the Services will be compatible with the Merchant’s mobile device or carrier.

- d) User guidance on the operation of the MPOS service will be made available to the Merchant and the Merchant must adhere to the user guidance whenever the Merchant accesses or operates the MPOS service.
- e) The MPOS service is intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. FCSB shall be entitled to any of FCSB’s sole discretion and without prior notice to temporarily suspend the operation of the MPOS service for updating, maintenance and upgrading purposes or any other purpose whatsoever that FCSB deems fit, and in such event FCSB shall not be liable for any loss, liability or damage which may be incurred as a result. FCSB may also in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of all of the MPOS service or any function or feature, without giving any reason and without incurring and liability.
- f) The Merchant agrees that all Payment Instructions transmitted by the Merchant’s mobile device or otherwise issued by the Merchant, though in electronic form:
 - i. Are written documents and the Merchant agrees not to dispute or challenge the validity or enforceability of any Payment Instructions on the grounds that it is not a written document and the Merchant hereby waives any such right that the Merchant may have at law;
 - ii. Are original documents and the Merchant agrees not to challenge the admissibility of any Payment Instructions on the grounds that it is made in electronic form; and
 - iii. The Merchant acknowledges and agrees that FCSB’s records and any records of the Merchant’s Payment Instructions made or performed, processed or effected through the MPOS service by the Merchant or any person purporting to be the Merchant, or any record of transactions relating to the MPOS service and any record of any transactions maintained or by any relevant person authorised by FCSB relating to or connected with the MPOS service, whether stored in electronic or printed form, shall be binding and conclusive on the Merchant for all purposes whatsoever and shall be conclusive evidence of the Payment Instructions and Card Transaction and the Merchant’s liability to FCSB. The Merchant hereby agrees that all such records are admissible as evidence and that the Merchant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Merchant’s rights (if any) to so object.
- g) Security codes (PIN, User Login ID) will be issued by FCSB for access to the MPOS service. The Merchant must secure the MPOS software and security codes installed in the mobile device with a password which must be kept strictly confidential. In the event the Merchant loses or replaces or parts with the possession or control of the card reader or mobile device or if the Merchant has reason to believe that someone has accessed the Merchant’s MPOS account(s), the Merchant must immediately notify and instruct FCSB and begin the application for a replacement card reader.
- h) Until and unless the Merchant notifies FCSB in accordance with Clause 11.14(g) all Payment Instructions received by FCSB which are associated with the Merchant’s MPOS account shall be deemed to have come from the Merchant and FCSB shall be entitled to rely on such Payment Instructions, whether they actually originated from the Merchant or not. The Merchant acknowledges that FCSB may not be able to reverse or annul any transaction executed based on the Payment Instructions received prior to receipt of the Merchant’s notice to FCSB.
- i) Upon completion of the prescribed registration and activation procedures, the Merchant will be permitted to download the MPOS software for installation into the Merchant’s mobile device and be granted the non-exclusive, non-transferable right to use the software, but based upon and subject always to the Merchant’s agreement to the following conditions:
 - i. The Merchant will not use the software for any purpose other than to access the Merchant’s own account(s) via the MPOS service on the Merchant’s own mobile device;
 - ii. The Merchant will not download or install the software into a mobile device which is not owned by the Merchant or which the Merchant does not have exclusive control;
 - iii. The Merchant will not permit or enable any such person to access the software, or leave the mobile device and card reader unattended in such a manner as to enable a person to access the software;
 - iv. The Merchant will not reproduce, modify or reverse engineer the software or permit another person to do so;
 - v. The Merchant will not permit any person to access the Merchant’s security codes or activation codes or otherwise enable him to download a copy of the software; and
 - vi. The software is made available to the Merchant strictly on and ‘as is’ basis and no warranty is made in relation to the software, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description and all warranties which may be implied by law or custom are hereby excluded.
 - vii. FCSB has implemented necessary measures designed to secure the Merchant’s personal information and that of the Merchant’s Cardholders from accidental loss and from unauthorised access, alteration, or disclosure. The Merchant agrees that FCSB cannot guarantee that unauthorised third parties will be able to defeat those measures or use the Merchant’s personal information for improper purposes. The Merchant acknowledges that the Merchant that provides the Merchant’s personal information and that of its Cardholders at the Merchant’s own risk.

12 RETENTION OF RECORDS

- 12.1 The Merchant shall furnish to FCSB forthwith upon request from time to time, the original copy or photocopies or printouts (as required by FCSB) of the Payment Instructions, statements, bills or invoices, sales or other records of the merchant pertaining to all Card Transaction. The Merchant shall retain all such Payment Instructions, statements, bills or invoices, sales or other records for a period of at least eighteen (18) months from the relevant Card Transaction Date or such other time frame as may be specified by FCSB and the Payment System Operator.

- 12.2 FCSB shall be entitled to enter any of the Merchant's premises with reasonable prior written notice, to do inspection of the Merchant's records relating to the Card Transaction or which relate to the purpose of this Agreement and/or with a view to ascertaining whether the Merchant or its officers, employees and/or agents are involved in any fraudulent or unlawful activity which may adversely affect FCSB's rights under this Agreement.
- 12.3 The Merchant is required to provide the records for FCSB's inspection within seven (7) days from the of FCSB's request.
- 12.4 Failure by the Merchant to observe the provision in Clause 12.1, 12.2 and 12.3 entitles FCSB the right to claim back from the Merchant any payments or extra payments made to the Merchant.

13 NOTICE

- 13.1 All notices and correspondence of whatever nature to the Merchant by FCSB or firm of solicitors or agents purporting to act for FCSB, may at the option of FCSB be delivered by hand or sent by prepaid ordinary mail to the Merchant at the last registered address with FCSB, and the notice and correspondence shall be deemed to have been received by the Merchant, if delivered by hand, at the time of delivery, or if sent by prepaid ordinary mail, five (5) Calendar Days after date of posting un the ordinary course of post or if sent by facsimile then it shall be conclusively deemed to have been served immediately after transmission thereof of such facsimile. At the election of FCSB, all court documents to be served on the Merchant within and outside the jurisdiction of the High Court of Malaysia may be served on the Merchant by registered post.
- 13.2 All notices and correspondence of whatever nature to FCSB by the Merchant shall be signed by the Merchant or only by those nominated by the Merchant (the 'Nominated Signatories') for the purposes of this Agreement. Such Nominated Signatories shall upon execution of this Agreement be notified in writing to FCSB and upon the Nominated Signatories or any of them ceasing for any reason to be authorised by the Merchant to be Nominated Signatories, FCSB shall be notified in writing forthwith of the same. Any notice despatched by the Merchant to FCSB shall not be deemed to have been received unless it is actually received by FCSB.
- 13.3 Any failure on the part of the Merchant in notifying any change of address resulting in the delay or failure of delivery of any notice, correspondence or court documents shall not prejudice FCSB's rights and entitlement under this Agreement.

14 STATEMENT OF ACCOUNT

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

15 INDEMNITY

- 15.1 Without prejudice to any liability (if any) the Merchant shall indemnify FCSB on a full indemnity basis against all penalties, damages, claims, losses, costs (including legal costs) and expenses incurred by FCSB as a result of the occurrence of any one of the following:
- a) Any claim (whether in contract or in tort or howsoever arising) being made against FCSB by or on behalf of a Cardholder (which for the purpose of this Clause includes a person who has ceased to be a Cardholder) or by any other party in respect of goods and/or services sold by the Merchant to a Cardholder or arising out of any negligence, default or omission of the Merchant in the course of such supply or the negotiations leading thereto or as a result of the Merchant's breach or failure to comply with its obligations contained in this Agreement.
 - b) Any MOTO Transaction or Recurring Payment Transaction and/or any transaction effected through the use of the Card which is or being rendered unenforceable as a result of the Merchant's negligence, default or omission or failure to comply with the requirements and/or security measures set out by the Payment System Operator or any other authorities.
 - c) The Merchant fail to take all the necessary steps to maintain the security and confidentiality of the Merchant's website, Merchant's POS Terminal/MPOS, the Electronic Commerce Transactions, the Cardholder and FCSB.
 - d) Any breach of any provisions of this Agreement by the Merchant.
 - e) Any other matters arising out of or in connection with this Agreement.
 - f) In the case of MOTO Transaction or Recurring Payment Transactions, the Cardholder alleges that the Authorisation Form has been improperly drawn or not executed by the Cardholder or executed without the Cardholder's authority and/or if the Authorisation Form is illegible, incomplete or unsigned.
- 15.2 Exclusion of Liability
- a) FCSB shall not be liable in any way to the Merchant for any claims, liabilities, expenses, costs, losses or damages of whatever nature brought against, suffered or incurred by or caused to the Merchant due to or arising out of or in connection with this Agreement, regardless of whether a

claim is based on contract, tort or otherwise or whether FCSB has been advised of the possibility of such claim, liability, loss or damage. In addition to the provision herein, FCSB shall not be responsible or held liable in any way whatsoever for any loss, damage, inconvenience or embarrassment suffered by the Merchant by reason of any delay in the performance or non-performance of any of the obligations of FCSB herein due to any causes beyond the reasonable control of FCSB including but not limited to causes such as the suspension or withdrawal by Bank Negara Malaysia, the Payment System Operator or any other relevant authority of the license required for carrying on any part of FCSB's business, alterations to conditions of such license, or the imposition of new conditions on such license, force majeure, industrial disputes, strikes, power failure, failure or malfunction contributed to the computer systems and application employed by FCSB or circumstances beyond the reasonable control FCSB, its employees, agents or sub-contractors however caused, computer, electronic or electrical system failure, malfunction or breakdown or the interruption, non-supply of electrical or power for any length of time.

- b) FCSB shall have the absolute discretion subject to prior written notice being given to the Merchant to use such independent agents, contractors or correspondents to carry out or procure any of the matters under or contemplated in this Agreement and FCSB shall not be liable to the Merchant for any act, omission, neglect or wilful default on the part of such independent agents, contractors and/or correspondents.
- c) All representation contained in any advertisement or printed matter relating to the goods and/or services offered by the Merchant shall be deemed to have been made by the Merchant and FCSB shall not in any way be liable for any claim whatsoever arising therefrom. FCSB shall not be responsible to the Cardholder in any way or manner for any goods/services supplied by the Merchant, which shall in this instance be the sole responsibility of the Merchant. The Merchant shall comply with all legal requirements imposed on it in regard to this Agreement. Any legitimate disputes between the Merchant and the Cardholder shall obligate the Merchant to resolve such disputes amicably and promptly with the Cardholder.
- d) Subject to the provisions herein, FCSB's sole and entire liability to the Merchant in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement or howsoever shall not exceed the amount of the transaction which gave rise to the claim or the direct damages sustained, whichever is lower.
- e) Each of the provisions under this Clause 15.2 shall be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of this Agreement.

16 RIGHT TO RAISE A DEBIT/CHARGEBACK AGAINST THE MERCHANT BY FCSB

16.1 Notwithstanding any provisions of this Agreement and without derogation of any of FCSB's rights as provided herein, the Merchant further agrees that FCSB may without prior notice and at any time refuse and/or reject any payment to the merchant and/or reject any Sales Slip/Terminal Receipt/Card Transaction presented by the Merchant for payment and where payment has been paid by FCSB to the Merchant, raise a debit against the Merchant for settlement of the full transaction amount and of any liability incurred to FCSB by the Merchant or for settlement of any claims demands made against FCSB by the Cardholder or any other persons howsoever arising and as that provided under any provision of this Agreement, rules and regulations issued by Payment System Operator or by the operation of any written laws and in particular but not limited to the following events:

- a) Any transaction which is subjected to the occurrence of any of the terms and conditions as that provided in this Agreement;
- b) The transaction is incomplete or has been discovered to be illegal or unlawful or is carried out of the requirements and/or security measures set out by Payment System Operator or other relevant authorities and other relevant authorities and security requirements set out in the PCI DSS;
- c) If the transaction is found to be a split transaction which is not allowed under this Agreement;
- d) The value of the Sales Slip exceeds the Authorised Floor Limit (unless otherwise authorised by FCSB);
- e) The Cardholder's signature on the Sales Slip/Terminal Receipt is missing or differs or is suspected to be forged from the specimen signature on the Card or the Cardholder's Certificate has not been properly authenticated or tampered with;
- f) The copy of Sales Slip/Terminal Receipt presented to FCSB for payment differs from the Merchant's or Cardholder's copy and/or the Sales Slip/Terminal Receipt and other related documents evidencing the transaction and delivered to FCSB by the Merchant on FCSB's request is for whatsoever reason, illegible, unreadable and/or incomplete;
- g) The entry on the Sales Slip/Terminal Receipt is incomplete or illegible or tempered;
- h) The Card is found to have expired or in invalid for any reason whatsoever;
- i) The Cardholder disputed the transaction because the goods were not received or did not fit the description or defective or the services were not performed or inadequate; (i) the transaction is one not approved or authorised by FCSB or is found to be one with a "Declined Authorisation" i.e. where the Merchant has been previously notified by FCSB in response to a request for an authorisation/approval that the particular Card charge is not to be honoured;
- j) The Sales Slip/Terminal Receipt was prepared by use of a forged Card or by other fraudulent means;
- k) The transaction was not entered into nor authorised by the Cardholder;
- l) The transaction is a cash disbursement, cash refund or cash payment;
- m) Upon the death or bankruptcy of the Cardholder;
- n) The Cardholder has repudiated or rescinded the contract with the Merchant and has declined payment on the Sales/Slip/Terminal Receipt for any reason whatsoever;
- o) The transaction was completed using Electronic Terminal not approved nor authorised by FCSB;
- p) The Transaction was completed using an expired, invalid, forged or counterfeit Card or the transaction was obtained by fraudulent means;

Merchant's Initial	
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- q) The Merchant has failed to deliver to FCSB, either within the time period specified in this Agreement or such time period subsequently specified by FCSB, or for whatever reasons refuses or neglects to produce, a copy of Sales Slip/Terminal Receipt or Authorisation Form and other proper documents evidencing the Card Transaction when requested by FCSB;
- r) The Card details on the Sales Slip/Terminal Receipts were handwritten;
- s) The imprinted Sales Slip/Terminal Receipt does not bear the imprint of the embossed legends of the Card but which is handwritten on or where an authorised POS Terminal/MPOS is present, the Card and the Cardholder's information are not electronically printed but handwritten;
- t) Where, for whatever reason(s), the Merchant has been paid more than once for the same transaction;
- u) The value on the Sales Slip/Terminal Receipt presented to FCSB for payment exceeds the value of the Card Transaction that is authorised by FCSB;
- v) A transaction is not submitted for payment/settlement in accordance with the time period and/or provision of this Agreement or as directed by FCSB from time to time;
- w) This Agreement is terminated by FCSB for any reasons whatsoever;
- x) If FCSB in its absolute discretion thinks that the security of the Cardholder's account information is compromised or determines that there is a violation of Clause 22; or
- y) The Payment System Operator or the Issuing Bank defaults, breaches or fails, for any reason whatsoever, to make payment or remit any moneys due under any Card Transaction or they refuse for whatever reason to honour any Card Transaction.

16.2 To enable FCSB to cause settlement by the Merchant of any liabilities or claims or monies which FCSB may incur pursuant to Clause 15.1 and/or 16.1 or any other provision of this Agreement, the Merchant further agrees and hereby empowers FCSB that FCSB may without giving any prior notice to the merchant effect a debit on any account or accounts of the Merchant of whatsoever description which is or are maintained by the Merchant with FCSB or in the alternative, FCSB may without giving any prior notice to the Merchant recover from the Merchant by way of Right to Set-Off (Clause 17) against any sum which would otherwise be due to the Merchant under this Agreement or raise a claim on the Merchant for the Merchant's immediate settlement thereafter.

16.3 A computer generated statement or certificate (which does not require any signature) or a statement or certificate signed by a Manager or Office of FCSB as to the monies for the time being due and owing to FCSB shall, except for manifest error, be conclusive evidence of indebtedness. It is hereby agreed that such statement or certificate shall be deemed to have been received within five (5) Business Days in the case of the Merchant in West Malaysia or within seven (7) Business Days in the case of the Merchant in East Malaysia from the date of despatch of such statement. Any dispute by the Merchant as to the correctness of the statement or certificate shall be notified in writing by the Merchant to FCSB within seven (7) Calendar Days from the date of receipt of such statement or certificate. TAKE NOTICE THAT IF THE MERCHANT FOR ANY REASON WHATSOEVER DOES NOT WITHIN THE AFORESAID SEVEN (7) CALENDAR DAYS DISPUTE ON THE CORRECTNESS OF THE STATEMENT OR CERTIFICATE, THEN THE MERCHANT SHALL BE DEEMED TO HAVE ACCEPTED THE INDEBTEDNESS THEREIN AS CORRECT AND FINAL AND CONCLUSIVE EVIDENCE OF THE INDEBTEDNESS AND THE STATEMENT OR CERTIFICATE SHALL BE CONSIDERED AS CONCLUSIVE AS AGAINST THE MERCHANT AND BINDING ON THE MERCHANT AND THE MERCHANT SHALL THEREAFTER BE PRECLUDED FROM MAKING ANY CLAIMS AGAINST FCSB BY ALLEGING THAT ITS SAID STATEMENT OR CERTIFICATE CONTAINS ANY ERROR, DISCREPANCY OR INACCURACY.

16.4 Without prejudice to any other FCSB's rights and remedies, in the event that the Merchant does not settle in full payment due to FCSB under this Agreement by the due date or on demand as required under this Agreement, FCSB shall be entitled to charge daily interest on such overdue from the due date until the date of payment in full or until the date of judgement at the rate of two percent (2%) per month. FCSB may by written notice being given the Merchant vary the amount and/or rate of any interest or charge payable by the Merchant under this Agreement and such variation shall take effect on the date set forth in the notice.

17 RIGHT OF SET-OFF

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

18 TERMINATION

18.1 In respect of any one or more outlet(s) or location(s) of the Merchant, it is hereby agreed that FCSB has the absolute right to terminate any one or more of such outlet(s) or location(s) of the Merchant for acceptance of the Card by the Merchant by serving on the Merchant seven (7) Business Days' written termination notice ("the said Notice") and forthwith upon the expiry of the said Notice, the operation of this Agreement shall thereby cease to extend to the relevant outlet(s) or location(s) of the Merchant so identified in the said Notice ("such terminated outlet(s) of the Merchant") and the Merchant shall forthwith at its sole cost and expense and without prior request or demand from FCSB return and deliver to FCSB at such place or location as FCSB shall determine the POS Terminal, PIN Pad and any mechanical/electrical/electronic equipment and any other properties belonging to FCSB which were supplied or installed by FCSB to or at such terminated outlet(s) of the Merchant. It is hereby agreed between the Merchant and FCSB that in exercising FCSB's right of termination as provided in this Clause in respect of such terminated outlet(s) of the Merchant, FCSB shall not be in any way whatsoever held liable for any liabilities, losses or damages which may be incurred or suffered by the Merchant and it is further agreed as between FCSB and the Merchant that notwithstanding any provision in this Agreement, the Merchant shall continue to be held liable to FCSB for all antecedent losses, damages or liabilities whatsoever which may have been incurred to FCSB by the Merchant under this Agreement in respect of arising out of such terminated outlet(s) of the Merchant.

18.2 Without derogation to Clauses 18.1 and 19 herein and any other provisions contained in this Agreement, FCSB has the absolute right without assigning any reason whatsoever to the Merchant to terminate this Agreement by serving on the Merchant not less than seven (7) Business Days' prior written notice ("the Notice") and upon expiry of the Notice, the operation of this Agreement shall cease and the Merchant shall cease to use and forthwith at

its sole cost and expense and without prior request or demand from FCSB return and deliver to FCSB at such place or location as FCSB shall determine the POS Terminal, PIN Pad and any mechanical/electrical/electronic equipment and any other properties belonging to FCSB which were supplied or installed by FCSB.

18.3 Without derogation to Clauses 18.1, 18.2 and 19 and any other provisions contained in this Agreement, FCSB has the right to terminate this Agreement without any prior notice being given to the Merchant or any act being done by FCSB and notwithstanding that FCSB may have waived its rights on some previous occasion upon the happening of any one of the following events:-

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

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

19 SUSPENSION NOTICE

19.1 Unless this Agreement is earlier terminated by FCSB pursuant to the provision herein, FCSB may suspend the operations of this Agreement by service of notice on the Merchant ("the Suspension Notice"). Upon notification of the Suspension Notice, the Merchant shall cease to accept the Card for any transaction.

19.2 Should the Suspension Notice be not revoked by FCSB within seven (7) Business Days from the date of the Suspension Notice, termination of this Agreement shall follow on the expiry of the seven (7) Business Days without further notice from FCSB.

19.3 FCSB shall not be bound to give the Merchant the reason or reasons for the service of the aforesaid Suspension Notice nor shall FCSB be liable to indemnify the Merchant for any loss, cost or damage which may be suffered by the Merchant arising from the service of the Suspension Notice.

20 WAIVER

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

21 MARKETING AND PROMOTIONAL MATERIALS

21.1 The Merchant shall display or exhibit materials of a marketing or promotional value relating to the Card at a desired place of its business or a prominent place therein as directed by FCSB to inform the public that the Card will be honoured at the Merchant's premises, place of business or its outlet(s). Such materials shall continue to be displayed or exhibited for such period of time as FCSB may direct or determine. The Merchant shall not make any statement or cause or permit to be done anything that may damage any of FCSB's and the Payment System Operator' trademarks, logos, names and other intellectual property rights owned by or licensed to FCSB or indicate or imply that FCSB or Visa International endorses any goods or services offered by the Merchant.

21.2 Should it be deemed necessary for the Merchant to contribute payment in part or in whole towards the cost or expense of producing such marketing or promotional materials, the Merchant shall be consulted before production of the same is authorised by FCSB.

21.3 The Merchant authorises FCSB to include or to withdraw with or without notice the Merchant's name in any directory or promotional material for the purposes of marketing the goods and/or services or services connected with or related to this Agreement.

21.4 The Merchant agrees to obtain the approval of FCSB in writing to the display and publication of any advertising or promotional material in relation to the Card and/or containing or having reference to the name and/or emblem of FCSB or other card issuers or relating to the Payment System Operator.

21.5 The Merchant shall use its best endeavours to promote the use of the Card and to render its cooperation to FCSB and the Cardholder in connection with the use of the Card.

21.6 FCSB may from time to time implement activities or programmes relating to the Card (including but not limited to loyalty programmes) and the Merchant shall, upon being notified by FCSB of any promotion, endeavour to participate in such promotion activities and programmes upon the terms and conditions upon agreed upon with FCSB.

22 CONFIDENTIALITY

22.1 The Merchant shall not publish or disclose any information concerning this Agreement and the business and affairs of FCSB which has obtained as a result of the discussion leading up to or entering into this Agreement to any other person without the PRIOR written consent of FCSB and shall not sell, purchase, provide, disclose or exchange information regarding any particulars of the Cardholder(s), the Card account number(s) of the Cardholder(s) and the Card Transactions whether in the form of Sales Slip/Terminal Receipt and/or Authorisation Forms (or carbon copies of the same), mailing lists, tapes or other media obtained by reason of transaction(s) with the Cardholder(s) and/or FCSB.

22.2 The Merchant shall be responsible to keep the confidentiality and security of the PIN and shall keep strictly confidential any information it obtains under this Agreement regardless of whether it is related to FCSB, the Cardholder or any other party. The Merchant is prohibited from storing any data containing Card and Cardholder information for any other use. The Merchant shall immediately notify FCSB if the Card and/or Cardholder information and/or transaction data is accessed or retrieved by any authorised persons.

22.3 The Merchant shall be accountable and shall indemnify FCSB for any damages caused in relation to the use or release of information contrary to the provisions herein.

22.4 The Merchant shall keep all system, media and material containing particulars of the Cardholder(s), the Card Account number(s) of the Cardholder(s) and the Card Transaction, whether physical or electronic, in a secure manner so as to prevent access by or disclosure to any unauthorised persons.

22.5 The Merchant shall not copy, request or use any information regarding the Cardholder, the Card and the Card Transactions for any purpose that the Merchant knows or is reasonable expected to know to be fraudulent or for any purpose other than for the legitimate purpose as authorised by the Cardholder.

22.6 The Merchant undertakes to take all steps as shall from time to time be necessary to ensure compliance with the provisions contained in this Clause 22 by its employees, agents and sub-contractors and shall give full co-operation to FCSB and procure its employees and agents to co-operate on any fraud investigations. The Merchant's obligations in this Clause 22 shall survive the termination of this Agreement.

23 DISCLOSURE OF INFORMATION

23.1 FCSB shall be entitled to disclose information concerning the Merchant to any agent or sub-contractor appointed or engaged by FCSB for any purpose in connection with or related to this Agreement and/or in connection with any Card products and/or the MOTO Transaction and /or Recurring Payment Transactions.

23.2 In amplification and not in derogation to Clause 23.1, FCSB may disclose to any person or entity and/or any other interested party information concerning the Merchant's account and any other information which may be necessary to facilitate the MOTO Transaction and /or Recurring Payment Transaction or the Card or for purposes of recovering of any moneys due and owing from the Merchant to FCSB.

23.3 The Merchant hereby represents and warrants that the Merchant has obtained the consent of all persons named in the Merchant's application for the account or such other document submitted to FCSB in support of such application and/or their authorised representatives, including but not limited to the Merchant's directors, shareholders, authorised signatories or such other persons as specified by FCSB ("Relevant Data Subject"), for FCSB's collection,

holding and use of the personal information of the Relevant Data Subjects in accordance with FCSB's Privacy Policy as may be amended from time to time.

23.4 The Merchant shall not, at all times, disclose confidential information acquired in consequence of this Agreement, either relating to any of the party or the Cardholder, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisors where requested by regulatory agencies.

23.5 Notwithstanding anything stated in this Agreement, during the term of this Agreement and at all times thereafter, the Merchant agrees and undertakes not to give, produce, divulge, reveal, publish or otherwise disclose, to any person, or make a record for any person of, any information and/or document whatsoever relating to the affairs or accounts of FCSB and/or any of FCSB's customers.

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

- a) Any relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia;
- b) Any current or future corporation which may be associated with FCSB (as defined in the Companies Act 1965), including representative and branch offices and their respective representatives;
- c) FCSB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder;
- d) FCSB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by FCSB and its related or associated companies;
- e) Any bank or member institutions of the Payment System Operator; and
- f) Any person FCSB deems fit if on a need to know basis.

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

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

24 NON-RESPONSIBILITY OF FCSB

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

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

25 TERM

25.1 This Agreement shall take effect on the date of this Agreement unless terminated in accordance with this Agreement herein.

26 GOVERNING LAW AND JURISDICTION

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

27 AMALGAMATION AND RECONSTRUCTION

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

28 SEVERANCE

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

29 TIME

29.1 Time whenever mentioned shall be the essence of this Agreement.

30 ASSIGNMENT

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

30.2 FCSB shall be at liberty at any time, without the concurrence of the Merchant, to assign or transfer all or any of its rights entitlements and benefits of this Agreement to such person or corporation at its own costs and expense and upon such assignment or transfer, the assignee or transferee shall assume and be entitled to all the rights entitlements and benefits comprised in this Agreement as if the assignee or transferee had been a party to this Agreement in place of FCSB.

31 SUCCESSORS BOUND

31.1 This Agreement shall be binding upon the heirs, personal representatives, permitted assigns and successors-in-title of the Merchant and on the successors-in-title and assigns of FCSB.

32 CONFLICT IN INTERPRETATION

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

33 VARIATION/AMENDMENT

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

34 DISPUTES BETWEEN THE CARDHOLDER AND THE MERCHANT

34.1 The Merchant agrees that FCSB is not and shall not be responsible to the Cardholders in any way or manner whatsoever for any goods and/or services supplied by the Merchant. It shall be the obligation of the Merchant to resolve any disputes between the Merchant (or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate) and the Cardholder amicably and promptly.

34.2 The Merchant must respond to each Cardholder inquiry no later than by the end of the next Business Day following the day of the Cardholder inquiry is delivered to the merchant and the Merchant may conduct subsequent communication with the Cardholder by telephone, mail, facsimile, in-person call or other means. The Merchant acknowledges FCSB shall have the sole and absolute discretion to terminate or suspend this Agreement if the Merchant fails to respond to any Cardholder inquiries.

34.3 Where any Transaction is disputed for any reason whatsoever, the loss shall be borne by the Merchant and FCSB shall be relieved from all liability to pay Merchant for such disputed Card Transaction. The Merchant shall become immediately liable to refund FCSB the full amount of any payment received by it or on its behalf relating to such disputed Card Transaction from FCSB. Further, where FCSB has paid the Merchant the amount of a disputed Card Transaction, FCSB may immediately set off such amount paid against any amount payable to the Merchant upon FCSB's becoming aware of this dispute.

35 MISCELLANEOUS

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

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

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

35.4 In addition to the provisions herein contained, the Merchant is deemed to have notice of and hereby covenants to at all times observe the security measures, guidelines and procedures on the acceptance of the Card as instructed and required by FCSB, the Payment System Operator or other relevant authorities from time to time.

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

35.6 Without prejudice to any provisions contained in this Agreement, the Merchant shall forthwith notify FCSB in writing of any potential or intended change of business ownership of its establishment and/or change of its nature of business or industry and seek FCSB's consent to such potential or intended change failing which the Merchant shall be subjected to chargeback (Clause 16) and penalty imposed by the Payment System Operator or other relevant authorities or termination of this Agreement.

35.7 Without derogating from any provisions in this Agreement, the Merchant shall, at all times maintain in good order and keep in safe custody all Sales Slip/Terminal receipt, Credit Slip, and/or POS Terminal/MPOS supplied by FCSB which shall remain FCSB's property, and shall return all such Sales Slip/Terminal receipt, Credit Slip, and/or POS Terminal/MPOS at any time requested by FCSB. FCSB shall be entitled to charge the Merchant the full cost of those items mentioned herein which are not returned to FCSB within seven (7) Business Days of the notice to the Merchant.

35.8 The non-exercise of or delay by FCSB in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right of FCSB can only be waived in writing.

35.9 The Merchant agrees that FCSB is not liable to the Merchant for:

Merchant's Initial	
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- a) Any failure to perform, or of any delay in performing any of its obligations under this Agreement, where the failure or delay but not limited to any fire, earthquake, flood, epidemic, accident, explosion, casualty, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war, Act of God, sabotage, system or equipment malfunction or computing error.

35.10 GOODS AND SERVICE TAX

- a) The fees and charges payable by the Merchant to FCSB under this Agreement are exclusive of taxes, fees or other government levies or charges which may be imposed on or in respect of any service or goods provided by FCSB to the Merchant under this Agreement. Such taxes, duties, fees or other government charges (with the exception of taxes on FCSB's net income) shall to the extent by law be paid by the Merchant immediately when they become due and in any event not later than seven (7) Calendar Days after notice by FCSB requiring such payment. For the avoidance of doubt the Merchant agrees to bear any applicable taxes, duties, fees or charges imposed on Card Transaction amount paid or payable to the Merchant under this Agreement.

35.11 PCI DSS / PA DSS COMPLIANCE

- a) The Merchant shall abide by and cause any of its associated service providers to abide by the PCI DSS and/or PA DSS guidelines issued by PCI DSS council or Payment System Operator. The Merchant must ensure and cause any of its associated service providers to ensure that at all times, there is non-storage of Prohibited Data AND to be PCI DSS and/or PA DSS compliant at all times.
- b) Any compliance exercise (including but not limited to self-assessment questionnaires, onsite reviews by qualified security assessor, or network scans by approved scanning vendor, and compliance status reports) as and when deemed necessary for the Merchant and any of its associated service providers by the PCI DSS council or Payment System Operator will be undertaken accordingly and paid for fully by the Merchant.
- c) The Merchant shall be fully liable for and to indemnify FCSB on demand against any and all legal action, losses, fines, disputes, fees, penalties, damages and expenses resulting from the non-compliance of Clause 34.11 (a) and (b) above. The Merchant shall fully bear all financial and legal charges thereto. The Merchant agrees that it is the Merchant's obligation to ensure compliance of Clause 34.11 by any of its associated service providers and the Merchant shall be responsible for any breach thereof by its associated service providers and undertake to indemnify FCSB for any legal action, financial and legal charges resulting thereto.
- d) The Merchant may only store the following information:
 - i. Cardholder's name
 - ii. Card expiry date

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

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

- e) The Merchant shall ensure that the Merchant's business, and any service provider who participates in the processing, transmission or storage of card payment details on behalf of the Merchant's business, fully complies with the PCI DSS and complete the validation requirements compatible with their level.
- f) The Merchant must ensure that the merchant business and any service provider who, participates in the processing, transmitting or storage of Card information for the Merchant's business on the Merchant's behalf, fully complies with the PCI DSS requirements. Upon request, the Merchant must disclose details of any service providers who facilitate transactions on the Merchant's behalf to FCSB.
- g) Upon suspected or known compromise on the Merchant system, or that any service provider who has access to, processes, transmits or stores card payment details, the Merchant must immediately:
 - i. Identify the cause of the event and immediately notify FCSB;
 - ii. Isolate or unplug any affected systems from all networks involved in the Services;
 - iii. Cease installing or making any changes to software related to the Services;
 - iv. Tighten security controls pertaining to all networks relating to the Services;
 - v. Implement and follow the data compromise response procedures;
 - vi. Maintain a rigorous audit trail of all actions taken to isolate and rectify the event; and
 - vii. Commence calculating the gross potential exposure that may arise from such event and notify FCSB in writing of the results of such calculations as soon as possible, but within a twenty-four (24) hour period.
- h) The Merchant must ensure that any software or hardware the Merchant purchases, creates or otherwise utilises for the purpose of selling goods and/or services online does not retain its original password before employing it for the acceptance of Cards. The Merchant must also ensure that all passwords are changed on a regular basis.
- i) The Merchant will indemnify FCSB on demand against all losses, expenses and damages FCSB may suffer (including but not limited to):
 - i. As a result of the Merchant's failure to observe the Merchant's obligations under this Agreement including any procedures as may be notified from time to time;
 - ii. As a result of the Payment System Operator or other Payment System Operator imposing fees, fines or penalties on FCSB as a direct or indirect result of the Merchant's failure to observe the Merchant's obligations under this Agreement including and procedures as may be notified from time to time;
 - iii. Arising out of any dispute between the Merchant and a Cardholder;
 - iv. As a result of any error, negligence or fraud relating to a transaction by the Merchant, the Merchant's servant, agents, employees or contractors;
 - v. Arising out of any damage to or loss of the terminals FCSB supply due to the Merchant's or the Merchant's employees' neglect or misuse;
 - vi. Arising out of any dispute between the Merchant and the terminal supplier;

- vii. As a result of any fees, fines or penalties that FCSB is required to pay pursuant to the rules, by-laws or regulations of any Payment System Operator that FCSB is a member of or participates in, as a direct or indirect result of the merchant's failure to observe any of the procedures, requirements or obligations required to be complied with by the Merchant under any systems used in providing the Services.
- j) If the Merchant has suffered a data compromise, the Merchant will have to give FCSB and its agents full access to the Merchant's systems and databases to facilitate a forensic analysis to ascertain:
 - i. What Card data has been compromised;
 - ii. What weaknesses in the system permitted the unauthorised access to the database; and
 - iii. Whether Card data was created, deleted, altered, copies or manipulated in any manner.

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

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

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

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

36 COMPLIANCE

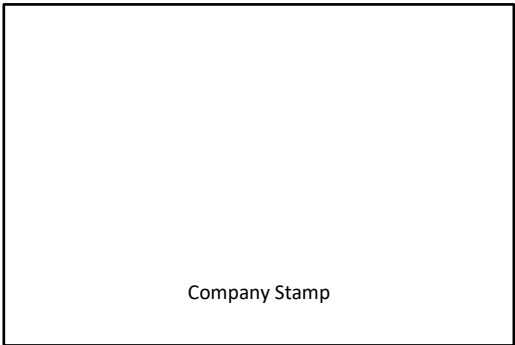
- 36.1 The Merchant shall fully comply and cause any of its associated service providers to fully comply with any compliance required by the Payment System Operator (including but not limited to the Payment System Operator), Malaysian governing authorities (including but not limited to Bank Negara Malaysia and Malaysian Communications and Multimedia Commission) as well as global governing bodies (including but not limited to payment Card Industry Standard Council).
- 36.2 The Merchant shall fully comply and cause any of its associated service providers to fully comply with the provision of Personal Data Protection Act 2010 and its regulations, by-law, codes of practice or requirements including but not limited to the processing and management of the personal data of the Cardholder that may be issued from time to time by the relevant governmental or regulatory authority.
- 36.3 Any compliance exercise deemed necessary by the payment card association (including but not limited to the Payment System Operator), Malaysian governing authorities (including but not limited to Bank Negara Malaysia and Malaysian Communications and Multimedia Commission) as well as global governing bodies (including but not limited to payment Card Industry Standard Council) shall be undertaken accordingly and paid for fully by the Merchant.
- 36.4 The Merchant shall be fully liable for an to indemnify FCSB on demand against any and all legal action, losses, fines, disputes, fees, penalties, damages and expenses resulting from the non-compliance of Clause 36.1, 36.2 and 36.3 above. The Merchant shall fully bear all financial and legal charges thereto. The Merchant agrees that it is the Merchant's obligation to ensure compliance of Clause 36 by any of its associated service providers and the Merchant shall be responsible for any breach thereof by its associated service providers and undertake to indemnify FCSB for any legal action, financial and legal charges resulting thereto.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the authorized signatories of the parties have hereunto set their respective hands the day and the year first above written.

SIGNED for and on behalf of)
FINEXUS CARDS SDN BHD)
(Company No. 706720-U))
in the PRESENCE of:)
)

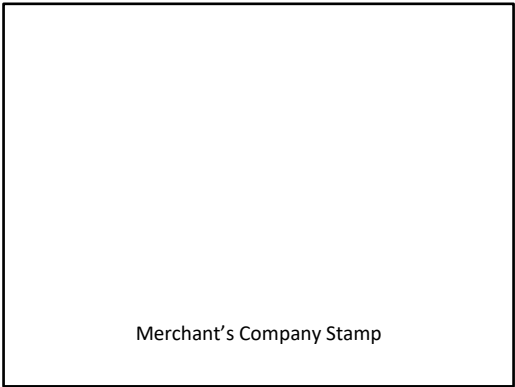
Name: **CLEMENT LOH**
Title: GROUP CEO



Witness
Name: **PETER WONG**
Title: HEAD OF OPERATIONS

SIGNED for and on behalf of)
The Merchant)
in the PRESENCE of:)
)

Name:
Title:



Witness
Name:
Title:

Merchant's Initial	
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SCHEDULE A			
Item	Description	Particulars	
1	The date and year of this Agreement	The _____ Day of _____, _____	
2	The Acquirer	Finexus Cards Sdn Bhd	
The Merchant			
3	a	Registered Company Name	
	b	Company Number	
	c	Trading Name, <i>if differs from 3a</i>	
4	Type of Card Acceptance Services	<input type="checkbox"/> Card Present and/or Contactless <input type="checkbox"/> MOTO <input type="checkbox"/> Cash-Out <input type="checkbox"/> e-Commerce <input type="checkbox"/> Recurring <input type="checkbox"/> QR Payment	
5	Merchant Discount Rates (MDR) / Fees * card issued by a Malaysian card issuer # card issued by a non-Malaysia card issuer	*Domestic Credit Card	%
		*Domestic Debit / Prepaid Card	%
		LongPay	%
		Alipay	%
		# All International Card	%
		On-Us	%
		Cash-Out	
FCSB's Fees and Charges			
6	a	Refundable Deposits POS Terminal (per unit)	
	b	Refundable Deposits MPOS Terminal (per unit)	
	c	Monthly Terminal Rental	
	d	Processing Fees for Credit Reversal/Cancellation	MYR5.00 per transaction
	e	Late Settlement Function Fee	MDR + 0.8%
	f	Late Payment	2% per month

Merchant's Initial	
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