E-COMMERCE TERMS & CONDITIONS

This General Terms & Conditions ("GTC") shall govern the Merchant's participation in the e-Commerce services as approved by Bank Muamalat Malaysia Berhad ("BMMB"). By signing the Merchant Application Form and/or the Letter of Offer issued by BMMB, the Merchant is deemed to accept this GTC and signifies its agreement to accept Cards (hereinafter defined) as a means of payment made by Cardholders for the sale of its goods and/or services performed through e-Commerce. The Merchant further agrees to comply with and be bound by any policies and procedures that shall be notified to the Merchant by BMMB from time to time.

PART I: GENERAL

1. **DEFINITIONS**

    Now it is hereby agreed as follows:

    In this Agreement (hereinafter defined), the words and expressions defined below shall have the meanings assigned to them except where the context or subject matter otherwise requires:

"3DSSL" or "3-D Secure" (collectively referred to as "3-D Secure")	A 3-Domain Secure Socket layer for e-commerce environment including Acquirers/Merchants, issuers/cardholders, and Cards Association.
"AAV"	The Account Holder Authentication Value, a unique reference generated by MasterCard issued to prove that authentication took place.
"Acquirers"	The institution or organization that has a business relationship with the Merchant and processes the Merchant's transactions and credit payments to the Merchants account.
"Agents", "Data Storage Entity" or "DSE' and "Third Party Processors" or "TPP"	Refers to any third-party company that contracts with the Merchant that provides hosting reservation service which stores account data on behalf of the Merchant.
"Agreement"	Collectively refers to the Merchant Application Form, Letter of Offer, GTC and its addenda (if any).
"Anti-Corruption Laws"	i) the Malaysian Anti-Corruption Commission Act 2009; ii) the US Foreign Corrupt Practices Act of 1977; iii) the UK Bribery Act 2010; and/or any similar laws or regulations applicable to you or us that relate to bribery or corruption.

"Anti-Money Laundering Laws"	All applicable laws and regulations relating to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities (including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 of Malaysia), and all binding directives and guidelines issued, administered or enforced pursuant to such laws.
"Application Service Provider"	Third-party entities that manage and distribute software-based services and solutions to customers across a wide area network from a central data center.
"Authorisation Code"	The authorisation from BMMB to the Merchant which shall be obtained by the Merchant prior to completion of any Cards transaction.
"BNM"	Central Bank of Malaysia / Bank Negara Malaysia.
"Bank Muamalat Malaysia Berhad", "BMMB", "the Bank", "we", "us", "our"	**BANK MUAMALAT MALAYSIA BERHAD** (**Company No.: 196501000376**), a company incorporated under the Companies Act, 2016 having its registered office at 30th Floor, Menara Bumiputra, Jalan Melaka 50100 Kuala Lumpur
"Bank Muamalat Malaysia Berhad e-Commerce Bank Payment Gateway", "eBPG"	Real-time transaction system that functions as a payment service using a secure transaction server on the Internet.
"Bank Muamalat Malaysia Berhad e-Commerce Bank Payment Gateway (eBPG) Developer's Guide", "Bank Muamalat Malaysia Berhad eBPG Developer's Guide"	Document provided by BMMB to assist the Merchant's developers in creating the necessary hosting environment for the eBPG system.
"Business Day"	Any day between and including Monday to Friday and does not include holidays and does not include the weekends and shall follow the business days in the Federal Territory of Malaysia.
"Cards"	Credit Cards, Charge Cards, Debit Cards, Prepaid Cards and/or any other Cards issued in either a physical card form or virtual/non-physical form (electronic wallet form) by an Issuer from time to time.
"Cardholder"	Any person authorised by any Issuer to enjoy the Cards facilities for the purchase of goods or services.

"Cards Association"	Includes Visa International, MasterCard International, MyDebit and other card scheme that may be included from time to time.
'Cards Fraud'	Any incident where Cardholder's Cards details were compromised by another individual and used for purchases that were not approved or / initiated by the genuine cardholder.
"CAVV"	A Cardholder Authentication Verification Value, a unique reference generated by Visa to prove that authentication took place.
"COF"	Credential On File Transactions / Cards On File Transactions.
"CVC2"	A MasterCard Card Validation Code appearing as a three-digit security code printed on the signature panel of the MasterCard Card.
"CVV2"	A Visa Card Verification Value appearing as a three-digit security code printed on the signature panel of the Visa Card.
"Discount"	Amount chargeable by BMMB to the Merchant at the agreed rate as a percentage of the value of the Card's transaction.
"ECI"	E-Commerce Indicator which provides the security level used in an internet transaction.
"Encryption"	Process of converting and concealing information in order to render it into a form unintelligible to all except holders of a specific cryptographic key; the use of encryption protects information between the encryption and the decryption processes against unauthorised disclosure.
"e-Commerce"	Electronic Commerce, being the exchange of goods and services for payment made between the cardholder and merchant where all the necessary transactions are performed via electronic communication (3D SSL/SSL/COF Platform).
"Gambling"	Any transaction involving the placement of a wager, the purchase of a lottery ticket, in-flight commerce gaming, or the purchase of chips or other value usable for gambling in conjunction with gambling activities provided by betting establishments such as casinos, race tracks, card parlors, airlines and the like.
"IAV"	Issuer Authentication Value, being a generic term that corresponds to either the Visa CAVV or MasterCard AAV.
"Issuer"	Any bank or financial institutions who are members of MasterCard International or Visa International or American Express other organisation or institution and who are authorised to issue Cards to which BMMB is a member.
"Letter of Offer"	The letter of offer in respect of this Agreement which was issued by BMMB and duly accepted by the Merchant from time to time which letter(s) shall be an integral part of this Agreement.
"Mark"	Any word, design, symbol, other device, or any combination thereof that an entity adopts to identify its goods or services.

"MasterCard International"	MasterCard International Inc., a company incorporated in United States of America and includes its successors-in-title and assigns.
"MasterCard SecureCode"	MasterCard cardholder authentication scheme from MasterCard.
"Merchant", "You", "Your"	Any retailer or other person, firm or corporation, its employees, servants or agents which pursuant to this Bank Muamalat Malaysia Berhad Merchant Agreement agrees to accept or cause its offices, outlets and locations in Malaysia to accept Cards when properly presented.
"Merchant's Website"	Website or the webpage set up, owned and/or maintained by the Merchant on the Internet.
"Non-3D Secure" or "Non 3DS"	A non 3-Domain Secure Socket layer e-commerce environment including Acquirers/Merchants, issuers/cardholders, and/or Cards Association.
"Online Transactions"	Transactions performed internet-based services.
"PAN"	Primary Account Number.
"Parties"	Collectively means the Merchant and Bank Muamalat Malaysia Berhad, and "Party" refers to any one of them.
"Payment Server"	A secure server, which processes payments on behalf of a Merchant.
"PCIDSS"	The major Cards companies has jointly worked to formulate standards that would assist in the protection of card data. This culminated in the release of a joint standard in December 2004, called the Payment Card Industry Data Security Standard (PCIDSS). PCIDSS has been endorsed as a standard required by Cards Association.
"Sanctions Law"	Any sanctions directive or order administered or enforced by Malaysia, the United States of America, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, or other relevant regulatory authorities against any individuals or entities which are located, organized or resident in a designated country or territory (including, without limitation, currently, Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria).
"SSL"	Secure Socket Layer, a standard that encrypts data between a web browser and a web server.
"UCAF"	Universal Cardholder Authentication Field, the data field used by MasterCard issuers to send the AAV.

"Vendor-Supplied Defaults"	Default ID and password provided by the vendor to access the system.
"Verified By Visa" or "VBV"	Cardholder authentication scheme from Visa.
"VEReq"	Verify Enrolment Request, a message with the 3D Secure Protocol.
"VERes"	Verify Enrolment Response, a message with the 3D Secure Protocol.
"Visa Account and Transaction Information" or "Visa AIS"	Risk Management Program sponsored by Visa and run by Visa's members which has been developed to set a minimum standard for the protection of cardholders' sensitive account and transaction information and which functions as a payment service using a secure transaction server over the internet.
"Visa International"	Visa International Inc., a company incorporated in the United States of America and includes its successors-in-title and assigns.
"UCAF"	Universal Cardholder Authentication Field, the data field used by MasterCard issuers to send the AAV.

2.   **INTERPRETATION**

In this Agreement unless the context otherwise requires:

(1)   reference to any legislation or provisions thereof shall include any statutory modification and re-enactment of any legislative provisions substituted therein and all legislation and statutory instruments issued by such legislation or provisions;

(2)   references to any document or agreement shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied, or replaced from time to time;

(3)   references to clauses shall be read in the case of sub-clauses, paragraphs, and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;

(4)   references to any Party to this Agreement or any other related or annexed document or agreement shall include its successors-in title or permitted assigns;

(5)   headings to clauses are for convenience only and shall not affect the interpretation thereof;

(6)   words denoting the singular number shall include the plural and vice versa*;*

(7)   words denoting individuals shall include both legal and natural persons and vice versa;

(8)   words denoting gender shall include all genders; and

(9)   all annexures and schedules attached hereto shall be construed as essential part of this Agreement.

PART II : TRANSACTION

3   PERMITTED AND PROHIBITED TRANSACTIONS

3.1   The Merchant hereby agrees and confirms with BMMB that upon acceptance of this Agreement, the Merchant shall accept Cards as a method of payment for purchases or charges relating to the goods sold or services rendered by the Merchant via Online Transactions on the SSL/COF platforms.

3.2   The Merchant shall not accept the Cards nor use its participation for transactions other than bona fide purchases by Cardholders of goods and services from the Merchant. The Merchant shall not accept the Cards for any transactions including but not limited to the following:

(1)   Gambling goods or services;

(2)   illegal sale of prescription drugs and/or tobacco products;

(3)   child exploitation;

(4)   pornographic goods or services or prostitution;

(5)   sale of counterfeit merchandise;

(6)   sale of goods or services in violation of intellectual property rights;

(7)   coerced transactions;

(8)   online pharmacy(ies) including prescription drugs;

(9)   goods or services for which the provision thereof is illegal (for example drug trafficking);

(10)   sales where the amounts charged do not correspond with the value of the goods or services purchased or rendered;

(11)   sales made under a name which is different from the name of the Merchant;

(12)   sales made by a third party who are not the Merchant;

(13)   sales where you know or ought to know that the goods or services will be resold i.e. not for personal use of the Cardholder;

(14)   cash;

(15)   damages, penalties, fines, charges, costs or fees of any kind which are in addition to the value of the charges for the goods or services originally purchased or rendered;

(16)   amounts which do not represent a bona fide sale of goods or services at the Merchant; and/or

(17)   cross border and/or sub-merchant acquisition.

4   MERCHANT WEBSITE REQUIREMENT

4.1   The Merchant shall at its own costs and expenses ensure that the Merchant's Website, whether operated by the Merchant or by the Application Service Provider, shall be in good and workable condition.

4.2   The Merchant's Website shall strictly comply, where applicable, with Cards Association Operating Regulations, including but not limited to compliance with the following procedures:

(1)   The products and services offered should be clearly indicated on the website;

(2) The Merchant should clearly display the total cost; including shipping, handling, and applicable taxes to the cardholder;

(3) The Merchant should clearly indicate the currency the transaction is occurring in;

(4) The Merchant's shipping practices should be clearly listed on the website;

(5) The Merchant should provide estimated delivery or shipment;

(6) The Merchant's business policy and returns policy should be made available and accessible on its website and understandable by the cardholder;

(7) The Merchant's customer service phone number (including country code) and e-mail address must be clearly displayed for the resolution of customer transaction issues;

(8) The Merchant will confirm the sale via an e-mail to the Cardholder after the order has been placed;

(9) The Merchant will keep the Cardholder notified of the shipping status of any ordered goods;

(10) The Merchant will not provide any Gambling facilities, whether directly or indirectly, to the Cardholder;

(11) The Merchant will operate the business from a commercial property as opposed to a residential address;

(12) The Merchant will not under any circumstances transact on behalf of the Cardholder by independently entering the Cardholder's Cards details into the payment server;

(13) The Merchant's Website must belong to or be otherwise substantively administered by the registered company signing this Agreement with BMMB; and/or

(14) The Merchant will not allow any other party to utilise their Services nor operate as a master merchant to any the sub-merchant and/or cross border acquiring.

4.3 The Merchant hereby agrees to comply with and do all that is necessary to ensure compliance with any additional regulations or operating standards introduced by BNM and Cards Association.

4.4 The Merchant warrants that it will take all reasonable measures to avoid or otherwise prevent the sale of goods and services the provision of which would constitute or otherwise give rise to the infringement of any contractual, industrial, commercial, or Intellectual Property (IP) rights; and further warrants that it indemnifies BMMB against all losses, costs, claims, demands, expenses (including reasonable legal fees), and liabilities of any nature arising from or relating to any actual or alleged infringement of any contractual, industrial, commercial, or IP rights suffered or incurred by BMMB as a result of the use of any Cards being used in any transaction that may constitute or otherwise occur incidentally to a transaction for goods or services in breach of any of the aforementioned rights of any third party.

5   **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCIDSS)**

The major Cards companies has jointly worked to formulate standards that would assist in the

protection of card data. This culminated in the release of a joint standard in December 2004, called the Payment Card Industry Data Security Standard (PCIDSS). PCIDSS has been endorsed as a standard required by Cards Association.

5.1 The Merchant shall at all times adhere to the restriction in respect of the processing of card transactions. The Merchant may only store the following information on the Merchant's Website:

(1) Cardholder number

(2) Cardholder name

(3) Card expiry date

(4) Extended service code (used for Smart Card processing)

If the Merchant decides to store the Card Account Number (often referred to as Primary Account Number "PAN" or Cardholder Number), it is the Merchant's obligation to ensure security and protection by using encryption or other methodologies that precludes unauthorized individuals from deciphering the card number. Under no circumstances that the Merchant is allowed to store the CVV2/CVC2/4CSC number, the PIN or the magnetic stripe data.

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

5.3 The Merchant must ensure that its business and any service provider who, participates in the transmission, acceptance or storage of card payment details for its business on its behalf, fully complies with the PCI standard. Upon request, the Merchant must disclose details of any service providers who facilitate transactions on its behalf to BMMB.

5.4 The Merchant must follow the data breach procedures immediately upon suspected or known breaches on your system, or that of any service provider who has access to, stores or transmits Cards payment details. The Merchant must:

(1) Identify the cause of the event and immediately notify BMMB

(2) Isolate or unplug any affected systems from all networks involved in the Services

(3) Cease installing or making any changes to software related to the Services

(4) Tighten security controls pertaining to all networks relating to the Services

(5) Implement and follow a disaster recovery plan

(6) Maintain a rigorous audit trail of all actions taken to isolate and rectify the event

(7) Commence calculating the gross potential exposure that may arise from such event and notify BMMB in writing of the results of such calculations as soon as possible, but within a 24 hour period

5.5 The Merchant must ensure that any software or hardware purchased, created or otherwise utilized

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.

5.6   When approved for an e-Commerce merchant facility, any transactions received from Cardholders relating to the internet business for which it was approved, must be processed using your approved e-Commerce merchant facility.

Full Disclosure: Upon being approved as a Merchant of BMMB, the Merchant must willingly, upon request and at pre-determined intervals, supply BMMB with full details of your web hosting provider, shopping cart system, Secure Socket Layer ("SSL") provider and expiration date of SSL certificate. The Merchant must also disclose details of all service providers engaged with to enable the acceptance of Cards payments and their compliance with Payment Card Industry (PCI). The Merchant must also ensure that any service providers engaged to participate in the payment process has installed a SSL which meets BMMB requirements and that it is renewed prior to its date of expiration.

5.7   The Merchant is required to complete any questionnaire and/or assessment that shall be provided by BMMB and/or any Cards Association as and when it deems necessary.

6   INDEMNITIES

6.1   The Merchant will indemnify BMMB on demand against all losses, expenses and damages BMMB may suffer:

(1)   as a result of the Merchant's failure to observe your obligations under the Agreement including any procedures set out in the manuals;

(2)   as a result of Cards Association imposing fees, fines or penalties on BMMB as a direct or indirect result of the Merchant's failure to observe its obligations under the Agreement;

(3)   arising out of any dispute between the Merchant and a Cardholder;

(4)   as a result of any error, negligence or fraud relating to a transaction by the Merchant, its servants, agents, employees or contractors;

(5)   arising out of any damage to, or loss of the terminals we supply due to the Merchant, or its employees', neglect or misuse; or

(6)   as a result of any fees, fines or penalties that BMMB is required to pay pursuant to the rules, by-laws or regulations of any Cards Association that BMMB 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 Cards Association used in providing the Banking Services.

6.2   If the Merchant has suffered a data compromise:

The Merchant shall give BMMB and its agents full access to its systems and databases to facilitate a forensic analysis to ascertain:

(1)   What card data has been compromised;

(2) What weaknesses in the system permitted the unauthorized access to the data base; and

(3) Whether card data was created, deleted, altered, copied or manipulated in any manner.

6.3 If the Merchant use the services of an external service provider, you will have to ensure BMMB and its agents are given full access to necessary outsourced components such as data bases, web hosting systems, etc. All costs of the forensic analysis shall be borne by the Merchant. In order to continue processing card transactions, the Merchant will have to undergo a full PCIDSS accreditation. All costs of this accreditation exercise shall also be borne by the Merchant.

6.4 Excessive Chargebacks: In the event of the excessive chargebacks, BMMB will notify the Merchant if its chargebacks in any particular category has or is in threat of exceeding the threshold. The Merchant must take immediate action to rectify the situation. Failure to resolve the cause of the problem will result in "Excessive Chargebacks fines' imposed by the Cards Association which will be borne by the Merchant.

6.5 PCIDSS accreditation program

(1) The Merchant is required to complete the PCIDSS accreditation program within 3 months of being granted the Services, or within 3 months of BMMB notification for the Merchant to comply to such requirements.

(2) Non-completion of the PCIDSS accreditation program will result to non-compliance of the Merchant and subject to fine. For the avoidance of doubt, the fine also shall be borne by the Merchant, if any.

(3) In the event of data compromise in the Merchant's organization and the Merchant is yet to comply with PCIDSS accreditation program, the Merchant may be subject to penalty imposed by Cards Association, in which the penalty shall be borne by the Merchant.

(4) For avoidance of doubt, all costs in relation to completion of the PCIDSS accreditation program will be borne by the Merchant.

6.6 Consent to share information

(1) By accepting this Agreement, the Merchants hereby irrevocably consents to BMMB sharing details of a suspected and/or confirmed data compromise to law enforcement agencies, Bank Negara Malaysia and other relevant regulatory and/or statutory bodies and/or as required by any written law or regulations, Cards Associations and other parties at BMMB's discretion.

(2) The acceptance of this Agreement irrevocably confers upon BMMB the right to contact all services providers that enable the Merchant to acquire Cards 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's level of compliance with PCIDSS.

7   NON-COMPLIANCE

7.1 Notwithstanding any of the provisions herein, if the Merchant, by failing to comply with this Agreement, causes BMMB to be fined by BNM and/or fined and terminated as a member of Cards

Association; the Merchant shall indemnify and reimburse BMMB immediately for any such fine imposed by BNM and/or Cards Association for all damages, losses, and costs (legal or otherwise) incurred by or brought against BMMB as a result of the Merchant breaching any of the terms contained herein.

8   SECURITY REQUIREMENTS

8.1   The Merchant shall adhere or fulfil the security requirements of the Merchant's Website to achieve the following objectives:

   (1)   <u>Data privacy and confidentiality</u>; the Merchant undertakes to take all necessary steps to ensure sufficient security precautions are undertaken to ensure that data transfers are not accessed by unauthorised parties, and that data storage systems are well protected.

   (2)   <u>Data integrity</u>; the Merchant shall take the necessary steps to ensure that data is not altered or modified during transmission. The Merchant will place controls are placed to prevent unauthorised access to its central computer system and database to avoid compromising the data integrity within a data storage system.

   (3)   <u>System design</u>; the Merchant shall take all reasonable steps to implement strong security measures to prevent unauthorised access attempts which could lead to the destruction, alteration, or theft of data or funds; compromise data confidentiality, denial of service (system failures), damaged public image, and resulting legal implications.

   (4)   <u>128-bit SSL</u>; the Merchant must use at least 128-bit Secure Socket Layer encryption techniques for the transmission of Cardholder information.

   (5)   <u>CVV2/CVC2/4CSC</u>; the Merchant's website must be capable of securely accepting and transmitting the data entered into the CVV2, CVC2 and 4CSC field to BMMB.

8.2   The Merchant shall implement and maintain adequate security measures, including but not limited to taking all reasonable steps to ensure that all data and information of cardholders are handled in a lawful manner and is protected from unauthorised and/or accidental access and disclosure, unauthorised processing, deletion, alteration, disclosure or destruction) and the Merchant shall be responsible to implement technical and organisational security measures deemed necessary by BMMB for the execution of this obligation and the Merchant agrees to ensure compliance of account information and transaction information security requirement of cardholder's data.

If BMMB finds that the Merchant has been deficient or negligent in securely maintaining account or transaction information, or reporting or investigating the loss of information of Cardholder's data, BMMB may require the Merchant to take immediate corrective action.

BMMB shall have the right to terminate this Agreement immediately in the event Merchant is unable to comply with the above required security requirements and the Merchant shall indemnify BMMB for any loss caused by the any data breach that BMMB may incur as a result of Merchant's non-compliance.

9 TRANSACTION HANDLING

9.1 All Card transactions to be effected by the Merchant shall be recorded by the Merchant in a transaction receipt either through a separate e-mail message or a physical receipt and shall be kept on the Merchant's server.

10 AUTHORISATION

10.1 The minimum amount for any Card transaction is RM0.00. The Merchant shall obtain an Authorisation Code from BMMB upon beginning processing a transaction.

10.2 The Merchant shall only complete a transaction upon receiving the Authorisation Code from BMMB.

11 COMPLETION OF TRANSACTION

11.1 The Merchant shall, upon completion of any Card transaction, produce and provide the Cardholder with a transaction receipt via the Merchant's Website containing the following:

    (1)   The Merchant's name;

    (2)   The Merchant's website address;

    (3)   transaction amount;

    (4)   transaction currency;

    (5)   transaction date;

    (6)   Cardholder's Name;

    (7)   Authorisation Code;

    (8)   description of goods/services; and

    (9)   return/refund policy (if restricted).

11.2 The Merchant shall deliver the goods or services due to the Cardholder subject to the terms and conditions set out in the Merchant's policy displayed on the Merchant's Website.

12 SALES COMPLETION

12.1 In accepting and honoring a Card transaction as payment, the Merchant shall put into place the following procedures and at all times ensure:

    (1)   the Merchant shall only accept Cards transactions with prior Authorisation Code obtained from BMMB;

    (2)   the delivery of goods sold or services rendered shall comply with the terms and conditions of the contract entered between the Merchant and the Cardholder;

    (3)   the Merchant's refund policy shall be clearly stated on the Merchant's Website;

    (4)   the transaction receipt for all completed Card's transaction shall be produced and delivered to the Cardholder through the Merchant's Website;

    (5)   the Merchant shall claim the payment within seven (7) Business Days upon delivery of goods sold or services rendered;

(6) the Merchant shall deliver to BMMB within seven (7) Business Days any credit voucher being refunded to be posted to the Cardholder;

(7) to ensure the billing amount is correctly processed; and

(8) the Merchant shall accept and honor any return of goods by the Cardholder when properly presented in accordance to its refund policy.

12.2 The Merchant's server shall confirm and transmit approved Cards transactions through the Payment Gateway to BMMB within seven (7) Business Days following the date of the approved Cards payment transaction.

13 PAYMENT BY BANK MUAMALAT MALAYSIA BERHAD

13.1 All payments from BMMB to the Merchant will be made in the currency of the transaction(s) as agreed upon by the parties.

13.2 Subject to the terms and conditions of this Agreement, BMMB shall pay or credit the account of the Merchant using any methods of payment that may be agreed between BMMB and the Merchant.

13.3 The Merchant shall reconcile its sales records against the report provided by BMMB or by any other Merchant reconciliation methods. If there is discrepancies or non-receipt of payment on any of the transaction items is detected, BMMB must be notified of the same. Such notification is to be submitted to BMMB within a period of seven (7) days following the date of the transaction.

13.4 Payment to the Merchant shall be subject to refusal or Chargeback by BMMB in accordance with Clause 15 or Withholding of Payment under Clause 18.1

13.5 All payments to the Merchant shall be made as follows for types of cards:

Visa and Mastercard	Next Business Day
Any other types of cards	Not less than 2 Business Days or as agreed by the parties

14 CREDIT REFUND

14.1 Where an amount becomes owed by the Merchant to a Cardholder related to any transaction effected by Cards cancellation of service, adjustments made, or otherwise; the Merchant shall issue a cancellation request to BMMB which shall contain the following:

(1) the actual transaction amount and the amount to be refunded;

(2) the transaction date and Authorisation Code number;

(3) the Merchant's reference number (unique transaction identifier);

(4) the date when the transaction was captured;

(5) a description of the merchandise returned, service cancelled, services rendered or not, adjustment made, or otherwise; and

(6) the Merchant's name and identification number with BMMB.

14.2 The Merchant shall send cancellation request to BMMB within seven (7) Business Days from the date of issuance, and shall thereby authorise BMMB to credit the account of the Cardholder concerned

and to correspondingly debit the Merchant's account, or set-off the amount to be refunded less any discount (as provided in Clause 18.3) against the Merchant's sales proceeds. The operation of this Clause shall not in any way prejudice any of BMMB's rights under Clause 15.

15 CHARGEBACK BY BANK MUAMALAT MALAYSIA BERHAD

15.1 BMMB shall be entitled to refuse payment to the Merchant or withhold payment on all or part of the amount of any e-Commerce transaction; and may further, in the event where payment has been made by BMMB to the Merchant, debit from the Merchant's account or set-off from the Merchant's sales proceeds the relevant amount, upon the occurrence of any of the following:

(1) the Cardholder disputes or denies the completion of the Card transaction that they had entered into with the Merchant and the Merchant is unable to confirm otherwise;

(2) the Cardholder disputes or denies participation in the said transaction where SSL/COF transactions are involved;

(3) no Authorisation Code was granted to the Merchant by BMMB and/or Issuer;

(4) the appropriate credit or refund to a Cardholder has not been processed even though the Merchant has issued a cancellation request to BMMB for the return of goods sold, services cancelled, services rendered or not, adjustments made, or otherwise;

(5) the transaction is found to be a duplicate;

(6) the transaction is a cash disbursement, cash refund, or cash payment;

(7) the transaction was processed more than seven (7) days from the date of authorisation;

(8) the Cardholder disputes the nature, quantity, delivery, use, or fitness of goods sold, return of goods sold, services rendered or not, otherwise alleges that the Merchant has breached the terms of the contract of sales or services entered into between the Merchant and the Cardholder;

(9) the transaction has been performed by the Merchant using the Card Acceptance Facility which is not granted to the Merchant under the terms of this Agreement;

(10) the Merchant has failed to exercise the Card acceptance procedures and as a result BMMB has suffered loss under the terms of this Agreement;

(11) the Merchant is identified by Cards Association or suspected by BMMB to be the Common Point-Of-Purchase (Compromising Customer Account).

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

16 DISPUTE RESOLUTION

16.1 Each Party shall each designate in writing to the other Party a representative who shall be authorised to resolve any dispute arising under the T&Cs in an equitable manner and, unless otherwise expressly provided in the Terms and Conditions, to exercise authority of the Party which appointed him to make decisions by mutual agreement.

16.2 If the designated representatives are unable to resolve any dispute arising under the T&Cs, this

dispute shall be referred by the representatives, respectively, to a senior officer designated by the Merchant and a senior officer designated by the Bank for resolution. If both senior officers agree, all or part of the dispute may be referred to an expert in the subject matter for advice or resolution on terms to be agreed by such senior officers.

16.3   If any decision on a dispute is mutually agreed by the designated representatives of the Parties pursuant to sub-clause a or sub-clause above, such decision shall be deemed final, conclusive and binding on the Parties.

16.4   The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. For the purpose of resolving disputes, the Parties further agree to allow reasonable access to each other subject to a reasonable written notice, during normal business hours to any and/or non-privileged records, information and data pertaining to any such disputes.

16.5   Where any such dispute cannot be resolved or settled amicably, the Parties shall refer such disputes at the mutual election of the Parties to either mediation, arbitration or to a Malaysian court of competent jurisdiction. Where the Parties are unable to mutually agree to a dispute resolution process, the default shall be resolution by way of mediation followed by arbitration should the mediation be unsuccessful.

16.6   Where the resolution is to be by way of arbitration, the same shall be held under the auspices of the Asian International Arbitration Centre (AIAC) and conducted in accordance with the AIAC Arbitration Rules. Such Arbitration shall be presided by one (1) arbitrator who shall be appointed by the Parties. The decision of the arbitrators shall be final and binding on the Parties,

16.7   The reference of any matter, dispute or claim to arbitration pursuant to or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under the T&Cs and pending the outcome of the decision of the arbitrator, the Parties hereto shall continue with their respective responsibilities under the T&Cs.

16.8   Nothing in this Clause will prevent a Party from seeking urgent equitable relief before an appropriate court.

17   RECORD

17.1   The Merchant on its own server shall maintain a reconciliation record and copies of any other documents connected therewith, and further agrees to preserve such records for a period of at least eighteen (18) months from the date of approval of a Card transaction.

17.2   Subject to seven (7) days prior written notification being sufficiently served to the Merchant, BMMB upon obtaining written approval from the Merchant may at any reasonable time examine and verify all relevant records of the Merchant.

17.3   The Merchant is required to provide a copy of the transaction record within fourteen (14) days from the date of the request by BMMB.

17.4   Both Parties are obliged to provide full cooperation toward any investigations or inquiries made by

BMMB or the Merchant into any Card transactions within a period of eighteen (18) months from the transaction date, including the furnishing and delivering of transaction documents from the Merchant to BMMB, or vice versa.

18   SPECIAL CIRCUMSTANCES

18.1   Withholding of Payment

BMMB may, at its absolute discretion, withhold payment to the Merchant involved in any Card transaction if, in BMMB's opinion or judgement, the Merchant is or has engaged in fraudulent or illegal transactions or in the event that irregularities are found in the Card transaction records until BMMB has examined and verified all the supporting documentation. If it is found that the transactions are invalid or any of the transactions have been charged back for any reasons per Clause 15, no payment shall be made by BMMB.

18.2   Suspension and/or Termination

Notwithstanding any other rights exercisable by BMMB under this Agreement, BMMB shall be entitled to suspend for a specified a period of time or terminate the ability of a Merchant to accept any Card transactions under the terms of this Agreement with immediate effect upon the occurrence of any of the following:

(1)   when in BMMB's opinion or judgement the Merchant is or has engaged in fraudulent or illegal transactions, or in the event of irregularities in the Card's transactions;

(2)   when the Merchant fails to observe any of its obligations under the terms of this Agreement which may or has actually resulted in BMMB suffering financial loss; or

(3)   when the Merchant is identified by Cards Association suspected by BMMB to be the Point of Compromise of a compromised Customer Account.

18.3   Right to Set-Off and Consolidation

Notwithstanding any other rights available to BMMB under this Agreement, BMMB may at its absolute discretion and at any time without notice and without assigning reason thereof set- off the Merchant's sales proceeds or debit the Merchant's banking accounts with BMMB of whatever description and wherever located for the purpose of Chargeback under Clause 15 or towards the reduction or discharge of any sum due to BMMB by the Merchant under any of the terms of this Agreement.

19   3-D SECURE

19.1   3-D Secure is available for e-Commerce transactions. The Merchant must utilise the 3-D Secure for all e-Commerce transactions. All costs related to 3-D Secure are the Merchants' responsibility.

19.2   The Merchant is responsible for ensuring it has correctly integrated its server with the BMMB Payment Server in line with the instructions in BMMB eBPG Developer's Guide.

19.3   Any use of the BMMB and/or Cards Association trademarks by a Merchant (including the

Merchant's reproduction, usage, and artwork standards) in their acceptance advertising, acceptance decals, or signs must be authorised via receipt of written use or display confirmation and approval by BMMB and/or Cards Association as appropriate, as may be required from time to time.

19.4 The Merchant's use or display of the BMMB 's logo and trademarks will end upon the termination of this Agreement, or upon notice being given to the Merchant to discontinue such use ordisplay.

19.5   In utilising 3-D Secure:

1) The Merchant must comply with Cards Association trademark specifications;

2) The Merchant must not use the Mark in a way that implies endorsement of any othe product or service;

3) The Merchant must not use the Mark as an acceptance in any application;

4) The Participating Merchant processing 3-D Secure transactions must comply with the requirements specified in BMMB Implementation Guide.

19.6   Authentication:

3-D Secure used as a means of authentication shall support any liability shift, and the Merchant shall be responsible for ensuring the correct integration thereof with its systems. Whilst BMMB will defend a charge back based on the information held in its systems, its records will be based on information received from the Merchant. BMMB reserves the right to request transaction information from the Merchant to support a card issuer's request for information. If the Merchant does not provide the requested transaction information, they may risk losing the liability shift afforded by internet authentication.

1) Full Authentication shall occur when the card issuer, Cardholder, the Merchant and Acquirer all correctly process an authentication transaction. The Cardholder will successfully authenticate themselves (through a browser popup or inline window) with their card issuer. This is known as "Full Authentication" for Visa and American Express; and "Full UCAF" for MasterCard. The card issuer will provide an IAV (Issuer Authentication Value) to indicate that authentication took place. This value is passed in the authorisation process as proof of authentication.

2) Attempted Authentication shall occur when the Cardholder is not registered for authentication but the Merchant submits an authentication request.

3) Full Authentication for Visa and American Express cards takes place where authentication is successful by the Cardholder. This shall be identified with an Issuer generated CAVV and an ECI value of 5. Attempted authentication takes place where authentication is attempted but the Cardholder was not enrolled. This shall be identified with an Issuer generated CAVV and an ECI value of 6.

4) Full UCAF for MasterCard cards takes place where authentication is successful by the cardholder. This shall be identified with an Issuer generated AAV and an ECI value of 2. Attempted authentication takes place where authentication is attempted but the Cardholder was not enrolled or authentication could not be completed, but proof of the authentication

attempt was provided. This shall be identified with an Issuer generated AAV and an ECI value of 1.

19.7   The Merchant hereby acknowledges that the intellectual property rights in 3-D Secure are owned by Cards Associations respectively and shall not be copied, reproduced, modified, altered, or amended in any manner or form whatsoever. The Merchant further acknowledges that it is a mere licensee duly licensed to apply the 3-D Secure application and whose license shall duly be revoked or terminated upon termination of this Agreement.

19.8   For non-face-to-face transactions, not limited to, card-not-present transactions, especially online payments, the Merchant shall authenticate cardholders for online transactions using strong authentication methods, such as dynamic password/PIN and multi-factor authentication (e.g. mobile PKI), to mitigate the risk of unauthorised use of cards for online transactions.

20   BANK MUAMALAT MALAYSIA BERHAD PAYMENT SERVER

20.1   BMMB eBPG Payment Server is a fully hosted payment and authentication service. BMMB will provide the Merchant with BMMB eBPG Developer's Guide for the Merchant's server to communicate with BMMB's authentication service. The Merchant must ensure that it has correctly integrated the Merchant's server with BMMB eBPG Payment Server in line with the instructions provided to the Merchant in the BMMB eBPG Developer's Guide. Failure to do this may result in incorrect processing and BMMB will not liable for error caused by Merchants. If however, the Developer's Guide is incorrect, inaccurate, ambivalent or so poorly worded as to be capable of being misunderstood or wrongly complied, then BMMB shall, in the absence of any fault by the Merchant, be liable to the Merchant for all and any incorrect processing or inadvertently wrong compliance.

21   THIRD PARTY OR OWN OPERATED PAYMENT SERVER SOFTWARE

21.1   The Merchant using a third party or otherwise independently operated payment server must ensure compliance with BMMB Developer's Guide to ensure secure transmission of transactions to BMMB Payment Server. Failure to do this may result in incorrect processing of transactions, and BMMB will not liable for error caused by the Merchant.

PART III : THE COVENANTS

22   COVENANT BY THE MERCHANT

22.1   The Merchant hereby covenants with BMB Berhad as follows: -

1)   to observe and perform all obligations under its contract with the Cardholder

2)   unless otherwise provided by any written law in force or approval from appropriate government agency, authority or ministry, the Merchant shall not impose any surcharge, commission or discount, or any other terms and conditions whatsoever on any Cardholder desirous of using the Cards for payment via the Merchant's Website or Payment Server.

3) to maintain and ensure security of the Merchant's Website or Payment Server at all times.

4) the Merchant shall use its best endeavour to promote the acceptance of Cards for the payment of the goods or services offered by the Merchant via the Merchant's Website or Payment Server.

23 VISITS AND REVIEW

23.1 The Merchant shall allow BMMB full access and all the necessary authority to enable BMMB's representatives, officers of competent regulators and its duly authorised representatives and agents to have access to the Merchant's premises, to conduct site visits and review the information systems of the Merchant's Website with regards to electronic commerce services as and when required by BMMB subject to receipt of prior written notice by the Merchant. Any weaknesses highlighted during the review will be documented by BMMB's representatives and the Merchant shall rectify or otherwise remedy any weaknesses highlighted pursuant to the review conducted.

24 KEY ENTER TRANSACTION ACCEPTANCE

24.1 The Key Enter transaction acceptance shall be applicable for transactions made through e-commerce, mail order and/or telephone order.

24.2 When a transaction is concluded by way of Key Enter, in accepting and honouring the Cards, the Merchant shall ensure that the following acceptance procedures are strictly observed and complied with: -

(1) In the event of mail and/or telephone order and/or manual key-in, the Merchant shall submit the following details of the transaction: -

    (i) the Cardholder's Card number and expiry date;

    (ii) the transaction amount in Ringgit Malaysia (including applicable taxes);

    (iii) the Cardholder's name, home/office address, email address and home/office telephone number;

    (iv) a description of goods sold or services rendered in detail sufficient to identify the transaction;

    (v) the signature of the Cardholder (where applicable).

Information provided above must at all times be protected in compliance with PCIDSS standards.

(2) The Merchant shall accept only the Card that is within the validity period expressed by the Cardholder and unexpired;

(3) In the event EDC Terminal and/or eBPG or other payment gateway provider is provided to the Merchant in connection with the mail and/or telephone order and/or manual key-in acceptance acceptance, the Merchant shall complete the Authorization and charging of the Cardholder's account via the used of the EDC Terminal and/or eBPG or other payment gateway provider. If no EDC Terminal, eBPG or other payment gateway provider is provided to the Merchant in

connection with the mail and/or telephone order and/or manual key-in acceptance, the Merchant shall seek authorization from BMMB and provide the required information on the transaction;

(4) The Merchant shall obtain a valid Authorization approval code from BMMB and/or Issuer;

(5) The Merchant shall retain proof that the Cardholder or the Cardholder's agent signed a carrier delivery receipt for merchandise delivered to the Cardholder's billing address or delivery address. You are responsible for ensuring delivery to the appropriate Cardholder's billing address or delivery address;

(6) If the goods are to be collected by the Cardholder, the Card must be presented by the Cardholder upon collection, where applicable; and

(7) If a Cardholder or Issuer notifies you or us of a dispute, complaint or query concerning a charge made by mail and/or telephone order and/or manual key-in acceptance and;

    (i) the Cardholder has not signed a mail order form for the goods or services; or

    (ii) you have not obtained a signed receipt confirming delivery of goods or services to the Cardholder's billing address; and/or

    (iii) an invalid/fictitious authorization approval code;

    then, in addition to any other rights we have under this Agreement, we are entitled to full recourse for the charge. For the avoidance of doubt, we are entitled to full recourse whether or not we have given authorization of the charge.

24.3 In the event of eBPG or other payment gateway provider is provided, the Merchant shall carry or perform a Settlement Function on a daily basis to enable BMMB to capture all the transactions so as to allow BMMB to make payment to the Merchant as mutually agreed between BMMB and the Merchant as further described in the Letter of Offer.

25 CREDENTIAL ON FILE TRANSACTIONS / CARDS ON FILE TRANSACTIONS

25.1 The Merchant must obtain the Cardholder's express authorisation via 3D authentication (Verified By Visa/MasterCard SecureCode) to store the Cardholder's Cards data (meaning PAN and expiration date) for subsequent use in connection with one or more later transaction(s) with the Merchant and subsequently authorizes the Merchant to use the stored Cards data in one or more transaction(s).

25.2 The Merchant undertakes to retain the Cardholder's agreement to the terms of a COF transaction arrangement with them directly.

PART IV : MISCELLANEOUS

26 COSTS

26.1 All costs, expenses, or charges incurred by BMMB or the Cards Association with regards to the Verified By Visa, MasterCard SecureCode, Visa AIS, and MasterCard SDP, compliance programmes shall be borne by the Merchant.

27   FORCE MAJEURE EVENTS

27.1   Notwithstanding any provisions to the contrary herein, it is agreed that neither party shall be held liable for any costs, expenses, or damages that may be incurred or suffered as a result of either party being unable to comply strictly with the terms and conditions of this Agreement due to the occurrence of a *force majeure* event. *Force majeure* events shall be constructed as any event or cause outside the control of the relevant party, including but not limited to the foregoing:

   (1)   revolution, civil commotion, riot, war, terrorism, pandemic, epidemic, hostility, sabotage, armed conflict, or embargo;

   (2)   explosions, accidents, acts of God, or natural catastrophes including but not limited to earthquakes, floods, storms, landslides, and fires;

   (3)   strikes, lockouts, labour disputes, or other industrial disturbances affecting the performance of this Agreement which causes or can reasonably be expected to cause either Party to fail to comply with its obligations under this Agreement;

   (4)   failure, explosions, breakage, or accidental damage to machinery, installations, transformers, electrical cables or lines, power generation plants, power stations, national electricity grid, high tension electricity cables, or the like thereof; and

   (5)   the binding orders of or any interference by any government or governmental authority which has been resisted in good faith by all reasonable means; including the denial, suspension, or revocation of any applicable export or import permits.

28   WARRANTY AND REPRESENTATION

28.1   The Merchant warrants that any statements furnished to BMMB are accurate representations of the facts to the full extent of the knowledge of the Merchant and are correct and in order at all times.

29   TERMINATION

29.1   BMMB may terminate this Agreement as of a date specified in a written notice of termination given to the Merchant in any of the following circumstances:

   (1)   **For Default.** BMMB may terminate this Agreement, in whole or in part, for default upon written notice to the Merchant without affording the Merchant any additional time or opportunity to cure if:

      (i)   the Merchant commits a material breach of this Agreement that is not capable of being remedied;

      (ii)   BMMB has reason to believe or at its absolute discretion that the Merchant has performed or presented a fraudulent or counterfeit transaction for payment;

      (iii)   the Merchant violates any applicable laws or any policies of which the Merchant has been given notice of;

      (iv)   subject to Clause 27, a Force Majeure Event occurs;

(v)   the Merchant becomes insolvent;

(vi)   the Merchant undergoes a change of control;

(vii)   the Merchant ceases to carry on that part of its business relating to the provision of the Services or a substantial part thereof or disposes of all or part of its assets; or

(viii)   the Merchant is merged with or into another entity.

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

29.2   BMMB's obligation to reimburse the Merchant shall cease on termination of the Agreement whereupon BMMB will no longer be under any obligation to make any payment to the Merchant thereafter.

29.3   Any such termination shall not affect BMMB's rights and entitlements under this Agreement incurred or arising prior to the date of the termination, including the right of Chargeback under Clause 15 and Withholding of Payment under Clause 18.1.

29.4   Both Parties hereby acknowledge that this Agreement may also be terminated in accordance with Clause 18.2 above.

30   INDEMNITY

30.1   The Merchant shall indemnify BMMB for all costs, losses, claims, damages, expenses or proceedings incurred or suffered by it which arise out of or in connection with:

1)   any fraud, dishonesty, reckless or wilful misconduct, negligence, misrepresentation, breach of duty, breach of statute or failure to act or omission on the part of the Merchant, any Merchant's personnel or Merchant's sub-contractor;

2)   the Merchant, any Merchant's personnel or Merchant's sub-contractor failure to comply with all applicable laws (including any penalties suffered by BMMB).

30.2   For the avoidance of doubt, the Merchant hereby agrees that BMMB shall be entitled to claim for the following, but not limited to, as direct losses:

1)   wasted expenditure or charges rendered unnecessary as a result of any default by the Merchant;

2)   loss of data including any compromise to the Cardholder's data at the Merchant's Agents,TPP, DSE

3)   any regulatory losses, fines, expenses or other losses incurred by BMMB arising from a breach of any requirement imposed by BNM and/or Cards Association and any applicable laws by the Merchant and any further costs directly incurred by BMMB to meet additional requirements imposed by BNM and/or Cards Association as a result of such breach by the Merchant.

30.3   This Clause will survive the termination of the Agreement.

31   WAIVER

31.1   In the event of a default of any of the terms of this Agreement by any of the Parties hereto, no failure or delay in exercising any right, power, or remedy accruing to the non-defaulting Party under this Agreement shall impair the future or further exercise of any such right, power, or remedy; or be construed to be a waiver thereof or any acquiescence in such default, nor shall any action of the non-defaulting Party in respect of any default affect or impair any right, power, or remedy of the non-defaulting Party in respect of any other or subsequent default.

32   NOTICES

32.1   Any notice, request or demand required to be served by any Party on the other Party under the provisions of this Agreement, shall be in writing and shall be deemed to be sufficiently served:-

(1) if it is given by a Party by post in a registered letter addressed to the other Party's representative to be served at its address specified at Clause 32.2 it shall be deemed to have been delivered three (3) Business Days following the day of posting;

(2) if it is given by a Party and delivered by hand to the other Party's representative to be served at its address specified at Clause 32.2 it shall be deemed delivered on the day it is actually received by the other Party; and

(3) if it is given by a Party by electronic mail to the other Party's representative to be served at its electronic mail address specified in at Clause 32.2 it shall be deemed delivered on the day of transmission if transmitted before 4 p.m. on a Business Day in the jurisdiction of the receiving party, but otherwise on the next following Business Day.

32.2   All notices or demands are to be served to the Parties at their respective addresses as set out below or such other address as may be notified by either of them in writing to the other from time to time.

BANK MUAMALAT MALAYSIA BERHAD

Address   :   Bank Muamalat Malaysia Berhad

Card Business Department

30th Floor, Menara Bumiputra, Jalan Melaka 50100 Kuala

(Attention: Head of Department)

Email   :   merchantadmin@bank muamalat.com.my

THE MERCHANT

To the address as stipulated in the Merchant Application Form and/or the Letter of Offer.

33   CONFIDENTIALITY & PERSONAL DATA PROTECTION

33.1   This Agreement and all matters pertaining hereto, including but not limited to all information herein, shall be considered confidential in nature and shall not be disclosed to any third party without the prior mutual agreement of the Parties hereto unless said disclosure is mandated by law or regulation. Notwithstanding anything to the contrary, the Parties additionally agree to be bound by the Personal Data Protection Act 2010 and the rules and regulations issued pursuant thereto.

34   SEVERABILITY

34.1   In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation; the same shall be deemed to be deleted from this Agreement and shall be of no force or effect, and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding any of the above, in the event of such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

35   CHANGES IN CONSTITUTION/CHANGE IN OWNERSHIP

35.1   The Merchant hereby undertakes to inform BMMB of any change in the constitution of the Merchant whether by retirement, expulsion, death or admission of any partner or parties including any directors and shareholders, amalgamation, reconstruction, or otherwise and shall ensure that for all intents and purposes the resulting firm, company, or concern will be as if it had been one whose obligations originally existed under this Agreement.

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

36   DISCLOSURE OF INFORMATION

36.1   It is hereby agreed between the Parties hereto that BMMB is authorised to disclose, divulge, reveal, and/or provide any information concerning the Merchant including but not limited to the particulars herein to its agents, servants, and/or subcontractors appointed or engaged by BMMB, or to any person or party for purposes connected with the Cards products including but not limited to disclosure pursuant to any written law or regulation.

37   GOVERNING LAWS

37.1   This Agreement shall be governed by laws of Malaysia. The Parties agree to submit to the exclusive jurisdiction of the Malaysian Courts.

38   TAXES

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

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

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

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

38.5   The Merchant hereby agrees that BMMB reserves the right to debit any of its account(s) with BMMB or its subsidiaries for such taxes or levies payable by the Merchant.

39   ANTI-CORRUPTION LAWS

39.1   The Merchant represents and warrants that it:-

(1)   conducts its businesses in compliance with applicable Anti-Corruption Laws and have instituted and maintains policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws;

(2)   conducts its operations at all times in compliance with applicable Anti-Corruption Laws and there is no litigation, regulatory or administrative proceedings before any court, tribunal or agency with respect to any Anti-Corruption Laws that have been started or (to the best of its knowledge and belief) threatened against it;

(3)   undertakes to immediately notify BMMB if in connection with this Agreement or the business resulting therefrom it:

(i)   receives or becomes aware of any request from a government official or any person for any payment, gift, promise, financial or other advantage either tangible or intangible, including gifts or kick-backs, or permit or authorizes any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation of payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity;

(ii)   becomes aware of any of its employees' behaviour which is, inconsistent with the Anti-Corruption Laws applicable;

(4)   that none it nor any of its employees, subcontractors, independent consultants, agents or its related parties, is a government official or other person who could assert illegal influence on behalf of itself. If any of the foregoing becomes a government official, it shall promptly notify the BMMB of the same.

(5)   shall take all reasonable efforts to maintain adequate internal controls and procedures to

assure compliance with Anti-Corruption Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

(6) agrees that the BMMB party shall have the right to suspend or terminate this Agreement on immediate written notice should it become aware of a breach of the Merchant's warranty or undertaking, or violation of the applicable Anti-Corruption Laws.

40   ANTI-MONEY LAUNDERING

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

40.2   The Merchant undertakes that it shall not: -

(1) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;

(2) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or

(3) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.

41   SANCTIONS

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

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

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

42 LANGUAGE

42.1 All communication between the Parties pertaining to this Agreement shall be in Bahasa Malaysia or the English language.

43 MERCHANT APPLICATION FORM AND/OR LETTER OF OFFER

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

44 ELECTRONIC DOCUMENT

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

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

45 CHANGE OF TERMS AND CONDITIONS

45.1 The Merchant hereby acknowledges that the Terms and Conditions of this Agreement herein are not exhaustive and that BMMB reserves the right to add, modify or delete any of the Terms and Conditions and any such additions, modifications or deletions shall be binding on the Merchant and be deemed to have come to the Merchant's attention by way of being published on BMMB's merchant portal at or notified by any other means that BMMB may deem fit at its discretion prior to the implementation.

[*The remainder of page is intentionally left blank.*]