

MERCHANT TERMS AND CONDITIONS

The terms and conditions shall govern the usage of EDC Terminal which binds the Merchant (“Terms and Conditions/T&Cs”). T&Cs shall be read together with the Merchant Acquiring Term and its addenda (if any), pamphlets, brochures or other relevant terms and conditions issued by Bank Muamalat Malaysia Berhad (“Bank”) from time to time. The Merchant hereby agrees to comply with and be bound by the Operating Regulations as notified to the Merchant which may be amended from time to time.

The Bank and the Merchant shall collectively be referred to as “the Parties” and individually referred to as “Party”.

The Parties hereby agree that the Bank shall provide the Facility to the Merchant which would allow the Merchant to accept any payments made by the Cardholder through the use of eCard for the Services subject to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this T&Cs, unless the contrary intention appears, defined terms used in the T&Cs shall have the meanings assigned thereto:

Authorisation	means the obtaining of an authorisation for a transaction which is usually identified with an alpha numeric/ numeric code from the Bank prior to completion of the transaction in which an eCard is being utilised;
Business Continuity Plan	refers to the plan that has been put into place by the Merchant or its relevant approved agent/ representative/ sub-contractor in order to ensure the continuity of the provision of the services to the Bank in accordance with the agreed requirements, at all times, including, in the event of any of the disaster scenarios/possibilities herein, which for the avoidance of doubt includes a force majeure event, which plan (and report of any testing carried out in relation thereto) is to be provided to the Bank for record purposes which shall, among others state details of the disaster recovery arrangement, site(s), etc;
Business Day(s)	means any calendar day from Monday to Friday except a public holiday in Kuala Lumpur;
Cardholder	means any person authorised by any Issuer to enjoy the facilities whose name shall be embossed on the eCard and whose signature appears thereon as the authorised user, where applicable;
Collected Sum	means the amounts which are equivalent to the sum of all transaction values debited from or charged to all Accounts in the relevant period, less the applicable MDR;
Credit Card	means a validly issued and an unexpired Credit Card of Visa Worldwide/Mastercard® and may include new credit card duly authorised by the Bank;
Debit Card	means a validly issued and an unexpired Debit Card of Visa Worldwide/Mastercard® and may include new Debit Card duly authorised by the Bank;
eCard	means any cards to be accepted under the T&Cs as stipulated under Clause 5;
Electronic Data Capture (“EDC”) Transaction Acceptance	means a transaction performed through the use of eCard at the EDC Terminal;
EDC Terminal(s)	means any electronic terminal, wired and wireless terminal which is capable of reading magnetic stripe or chips embedded in the eCard through which e-card Transaction messages evidencing amongst others, a Cardholder’s transaction with the use of the Card are initiated and transmitted to a terminal processor and through which reply messages are received and Transactions are completed for a Cardholder;
Facility	means the EDC Transaction Acceptance facility granted by the Bank to the Merchant under Clause 3;
Intellectual Property Rights	means (including but not limited to) any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, confidential information, trade secret, any application (whether pending, in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed;
Issuer	means any bank or financial institution who are members of Mastercard® or Visa Worldwide or other organisation or institution that issues, grants and approves the card facility to the cardholder;
Merchant	means the party appointed by Bank and who have agreed to sell and deliver their products and/ or provide their services to the Issuer and have been installed with EDC Terminal(s) that accepts the Cards where the value of the product, goods and/ or services purchased by the Cardholder will be debited with the use of the Card directly from the Cardholder’s nominated account;
Merchant Discount Rate (MDR)	the rate or rates chargeable by the Bank to the Merchant at the agreed rate as further described in the Merchant MDR Notes, subject to changes by Scheme Operator, the MDR will remain in effect unless announced otherwise;
Merchant’s Account	an account opened with any branch of the Bank and nominated by the Merchant for the transfer of purchase transaction proceeds;
Location	means the premises, at which the EDC Terminal is installed by the Bank as agreed by the Parties pursuant to the T&Cs;

Operating Regulation	means the operations manuals and/or additional regulations, including all appendices thereto and all documents incorporated therein as amended by Visa Worldwide/Mastercard®/MyDebit from time to time, including all supplements and addenda thereto;
PIN	means in relation to a Cardholder, the Personal Identification Number which an Issuer has issued to the Cardholder which is to be used by the Cardholder to authorise any transaction;
Ringgit Malaysia or "RM"	means the lawful currency of Malaysia;
Report	means the standard report made available by the Bank/Terminal Vendor to Merchant periodically providing details of the Transactions from time to time;
Sales Slip	means the relevant charge slip generated electronically after the completion of each transaction arising from the use of EDC Terminal evidencing the payment made by the Cardholder through the use of the eCard to be charged to the Cardholder's account;
Scheme Operator	Visa Worldwide and Mastercard® or any other payment system operator approved and regulated by Bank Negara Malaysia
Settlement Function	means the procedures required for and carried out by the Merchant via the EDC Terminal for the purpose of transmitting data of charges to the Bank to enable the Bank to make payment to the Merchant;
Services	means eCard services to be provided by the Merchant through the Facilities pursuant to the T&Cs;
Terminal Vendor	means an entity that operates a network of EDC Terminals which will enable the Bank's merchants/branches to electronically authorize, capture and submit card charges at the point of sales as well as provide service maintenance for the EDC Terminals at the merchant's business premises throughout Malaysia;
Transaction(s)	means any payment and/or refund for the purchase of any goods and/or services made on the Card(s) of a gross sum expressed in Ringgit Malaysia.

1.2 Words importing the masculine gender include the feminine and neuter gender.

1.3 Words importing the singular number shall include the plural and vice-versa.

2. THE BANK'S ROLES AND DUTIES

2.1 Upon the appointment of the Merchant, the Bank shall proceed to provide and to ensure the following:

- a) To install and maintain EDC Terminals compatible with the Transaction processing facilities and host processor operated by Visa Worldwide / Mastercard®; and
- b) The Services are available to customer seven (7) days in a week including weekends and public holidays.

2.2 The Bank shall remit the Collected Sums to the Merchant's Account and will also submit to the Merchant, the Report providing such details about the Collected Sums. If the Merchant disputes any of the details in the Report, the Merchant shall within ONE (1) month from the date of receipt of the Report inform the Bank in writing of the discrepancies in the Report and the Parties must use their reasonable efforts to resolve the disputed details. If the Bank discovers any discrepancies in the Report, the Bank shall inform the Merchant of the same and thereafter, the Bank may make such adjustments in the payments to be made to the Merchant or to the details in the Report, as the case may be, as shall be agreed between the Merchant and the Bank.

3. MERCHANT ROLES & DUTIES

3.1 The Merchant agrees that the Terminal Vendor will be involved in facilitation of the Services as follows:

- a) Terminal Vendor to install and programme the EDC Terminals to facilitate the Services in the manner set out in the T&Cs;
- b) Terminal Vendor to provide maintenance services and technical support to the Merchant;
- c) Terminal Vendor will take part in the Services;

3.2 The Merchant is prohibited to retain the eCard and shall not capture any of the eCard at their EDC Terminal or kiosk at any point of time. In the event that the eCard is captured due to technical reason or any other reason whatsoever, the Merchant shall undertake to return the eCard to Visa Worldwide / Mastercard® for onward submission to the Issuer within TWENTY-FOUR (24) hours.

3.3 The Merchant acknowledges and agrees that the Bank is not liable to the Merchant for any direct or indirect liabilities, losses, damages, penalties, actions, judgements, costs (including without limitation legal fees) expenses and disbursements, loss of profits (whether direct or indirect), business, goodwill or any other direct, indirect or consequential loss or damage caused by or arising out of an act or omission of the Terminal Vendor and/or the Merchant;

3.4 The Merchant agrees that it will store transaction records for all Services requested by Cardholders (whether successful or not) for a period of SEVEN (7) years or for any longer period as required by any relevant law or authorities.

3.5 The Merchant acknowledges and agrees to make full payment to the Bank upon receipt the invoice(s) from the Terminal Vendor on the services provided under Clause 3.1, if any.

3.6 The Merchant shall keep the EDC Terminal in good condition at all times. The Merchant hereby undertakes to ensure that each EDC Terminal is operated appropriately at all times and shall promptly report any malfunction or breakdown of the EDC Terminal to the Bank.

3.7 The Merchant further undertakes to:

- a) promptly make a police report in the event of any lost or damaged EDC Terminal(s);

- b) bear all costs for lost, damaged or stolen EDC Terminal;
- c) bear all costs in the event of any fault or defect to the EDC Terminal due to the Merchant's act, omission and/or negligence, the Merchant shall bear all cost to carry out such repair in order to restore the EDC Terminal. Such restoration shall be carried out within two (2) Business Days in the Klang Valley, within three (3) Business Days outside the Klang Valley and within West Malaysia, and within four (4) Business Days in East Malaysia, from the time of receiving the report made by the Party. In the event repair cannot be carried out for any reasons, the faulty or defective EDC Terminal shall be replaced at the Merchant's own costs; and
- d) return the EDC Terminal to the Bank in good condition upon the Bank's request and/or termination of the Facility pursuant to the T&Cs.

3.8 The Parties shall work together on the promotion and publicity of the Facility for the purpose of payment of the Services offered by the Merchant.

4. COVENANTS BY THE MERCHANT

4.1 The Merchant hereby covenants as follows:

- a) it shall at all times observe the guidelines and procedures on the acceptance of eCard as required by the Bank;
- b) unless otherwise provided by any written law for the time being in force, it shall not impose or require a Cardholder to pay any surcharge, commission, discount whether through any increase in price or otherwise, or any other term or condition whatsoever on any Cardholder desirous of using the eCard;
- c) it shall not require a minimum transaction amount below which it shall refuse to honour otherwise a valid eCard;
- d) it shall not reveal, sell, purchase, provide or exchange any eCard account number or/and PIN (where applicable) and other information in any form obtained by reason of eCard transaction to any third party;
- e) it shall collaborate with the Bank in writing prior to any publication or advertisement of promotional material relating to the new eCard;
- f) it may display any distinctive feature of any eCard on promotional materials provided by the Bank to inform the public that the eCard shall be honoured at the Locations;
- g) it shall, at all times maintain in good order and keep in safe custody all Sales Slips, and EDC Terminal supplied by the Bank which shall remain the Bank's property and to return all such Sales Slips, and EDC Terminal forthwith to the Bank upon demand and/or upon termination of the Facility;
- h) it shall allow the Bank, its contractors, agents or representatives at any time, subject to prior notice being given to the Merchant, to inspect, maintain or repair each EDC Terminal with the view of ensuring that the same is operating at all times and in a proper manner;
- i) it shall preserve the following conditions in safeguarding the security of the EDC Terminal:
 - (i) it shall not at all times allow any unauthorised person to make any alteration or/and tamper or/and programme on the EDC Terminal;
 - (ii) it shall not remove, dislocate or change the position of the EDC Terminal without the prior written consent of the Bank; and
 - (iii) it shall not by its own, agents or servants, repair or rectify or attempt to repair or rectify any such faults or breakdown on any of the EDC Terminal.
- k) where there is uncertainty or ambiguity in the T&Cs or any guidelines or requirements pertaining to the use of the eCard marks or any security or distinctive features of the new eCard, the Merchant shall reconfirm with the Bank for its construction and meaning and the same when given by the Bank shall be final and binding; and
- l) it shall use its best endeavour to promote the use of eCard and to render its cooperation to the Bank and Cardholders in connection with the use of the eCard.

5. eCARD

5.1 Under the terms of the T&Cs, the Merchant shall accept the Credit Card, Debit Card and any other new credit card/debit card/card ("eCard") as may agreed by the Parties from time to time presented by any Cardholder.

5.2 The Bank shall provide the relevant training on the eCard acceptance procedures and shall not charge the Merchant for the training.

6. EDC TRANSACTION ACCEPTANCE PROCEDURES

6.1 When eCard is presented to the Merchant for payment, in accepting and honouring the eCard, the Merchant shall process the transaction through the use of EDC Terminal at all times.

6.2 The Merchant shall comply with the acceptance procedures as follows:

- a) examine the eCard marks and security or distinctive features as specified by the Bank;
- b) ensure that the eCard so presented has not been altered or mutilated;
- c) all transactions shall be drawn in Ringgit Malaysia only;
- d) the Merchant shall ensure that the Cardholder enters his/her PIN via the EDC Terminal keypad to authorize the completion of charges and shall ensure that the cardholder's PIN is not compromised at all times.
- e) process all transactions irrespective of the amount through the use of EDC Terminal and in accordance with the procedures set out herein or provided by the Bank to the Merchant in writing from time to time;

- f) ensure that the eCard so presented for the transaction be inserted into the EDC Terminal where an Authorisation shall be granted or declined electronically by the Bank or Issuer. Only transaction provided with an Authorisation shall be accepted by the Merchant; and
- g) ensure that all completed Sales Slips bear an electronic imprint which includes:
 - (i) the names, validity/ expiry date of the eCard and the account number of the Cardholder;
 - (ii) the date of the transaction(s);
 - (iii) the Authorisation code,
 - (iv) total value of the transaction; and
 - (v) the name and address of the Location.
- h) upon completion of each successful transaction, give a true and completed copy thereof to the Cardholder and retain ONE (1) copy of the same with the Merchant.

7. REMITTANCE OF FUNDS

- 7.1 Upon collection of the total purchase value of the Transaction from the Issuer, the Bank shall remit the total purchase value of each Transaction less the MDR.
- 7.2 The Bank may withhold the Merchant's portion of each Transaction if it is proven that the Merchant has breached any of the provisions herein provisions of the Operating Regulations.
- 7.3 All settlement shall be credited directly into the Merchant's banking account maintained with the Bank and payments to the Merchant will be based onto MDR agreed upon.
- 7.4 It is hereby expressly agreed that the procedures required of and carried out by the Merchant via EDC Terminal for the purpose of transmitting data of Transaction Visa Worldwide /Mastercard® to enable Visa Worldwide /Mastercard® to effect settlement to the Merchant inclusive of a pre-programmed function in the EDC Terminal which when activated automatically transmits the financial totals of Transactions to Visa Worldwide /Mastercard® for reconciliation and payment.
- 7.5 As agreed between the Parties, the Bank shall be entitled to charge the MDR for processing of eCard Transactions.
- 7.6 The Parties further agree that the MDR may be revised at any time and any revised MDR shall only be implemented by the Bank with prior written approval of the Merchant.
- 7.7 The Merchant shall reconcile its records against the reports provided by Bank and if there are any discrepancies or non-receipt of payment on any of the transaction items are detected, the Bank is to be notified of the same. Such notification is to be submitted by the Merchant to the Bank within a period of fourteen (14) Business Days following the date of the Transaction.

8. CLAIMS FOR DISPUTED TRANSACTIONS

- 8.1 The Bank shall write to the Merchant on any transaction disputed by a Cardholder or where the Bank have reason to believe of any fraudulent transactions reported to the Bank or discovered by the Bank and in the event where payment has been made by the Bank to the Merchant.
- 8.2 Upon receiving the report by the Bank pursuant to Clause 8.1, the Merchant shall investigate within fourteen (14) Business Days and make good the amount within thirty (30) Business Days upon the occurrence of any of the following:
 - a) the Cardholder disputes or denies the completion of the eCard's Transaction that he/she entered into with the Merchant and the Merchant is unable to confirm otherwise;
 - b) no Authorisation code has been granted to the Merchant by the Bank;
 - c) the Merchant fails to furnish to the Bank with a copy of Transaction details referred under Clause 6.2 (g) hereof within fourteen (14) Business Days from the date of such request;
 - d) the Transaction is found to be a duplicated Transaction;
 - e) the Transaction is a cash disbursement, cash refund or cash payment; and
 - f) the Transaction was processed more than fourteen (14) Business Days from the date of Authorisation where settlement processes were not performed accordingly by the Merchant.

9. SPECIAL CIRCUMSTANCES

- 9.1 The Merchant's Records
 - a) The Merchant shall at its own cost and capacity keep proper account and correct copies of all receipts resulting from the use of the eCard, and may at the request of the Bank, at any reasonable time, allow the Bank to inspect and/or take copies of all such documents, accounts and all Sales Slips and for the purpose of the T&Cs, shall preserve such documents and records for a period of at least ONE (1) year from the transaction date.
 - b) The Merchant shall provide a copy of the transaction record or any related documents upon request made by the Bank.
 - c) The Parties shall be obliged to provide full cooperation towards any investigations or inquiries made by the Bank or the Merchant

relating to any of the Transaction within the period of one (1) year from the Transaction date including furnishing and delivering of transaction documents to the relevant Party.

9.2 Prohibition against cash payment, cash disbursement and cash refund

- a) 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 eCard.

10. WARRANTIES BY THE MERCHANT AS TO SALES SLIPS

10.1 The Parties agree that the presentation of each Sales Slip by the Merchant to the Bank shall be a warranty by the Merchant that at the time of the presentation of the Sales Slips to the Bank:

- a) the Sales Slips are authorised by the Cardholder and/or not obtained by any fraudulent means;
- b) the value stated in the Sales Slips evidence a bona fide sum due and owing from the Cardholder;
- c) the Cardholder concerned shall not have acquired any right of set-off or counterclaim available against the Merchant in respect of the value of the Sales Slips; and
- d) the Merchant has complied with the provisions set out in Clause 6.

11. CONDITIONS CONCERNING THE USE OF EDC TERMINAL

11.1 Property of EDC Terminal

- a) Each EDC Terminal supplied by the Bank shall remain the property of the Bank, free from any claims or right by any third party and shall be surrendered to the Bank with all the connecting equipment in good order upon demand made by the Bank.
- b) The Bank shall provide written notice to the Merchant prior to retrieving any EDC Terminal from the Location.
- c) In the event of termination under Clause 18, the Merchant shall return to the Bank, the EDC Terminal, Sales Slips and other material belonging to the Bank in connection to the T&Cs.
- d) The Merchant shall bear the cost and expenses directly incurred or suffered by the Bank due to damage or loss of any of the EDC Terminal, Sales Slips and other materials belonging to the Bank, which is caused by the negligence of the Merchant.

11.2 Installation

- a) The Merchant shall provide the Bank with the suitable Location for the purpose of installation and operation of the EDC Terminal.
- b) The Merchant shall be responsible for the cost and expenses incurred for the necessary conduits, electrical connections outlets and electricity power required for the installation and operation of the EDC Terminal.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Nothing contained in the T&Cs shall affect or shall be interpreted or construed as affecting any Intellectual Property Rights ("IPR") belonging to either Party.

12.2 Each Party undertakes to promptly notify the other Party any knowledge of any alleged or actual infringement of the other Party's IPR.

12.3 Notwithstanding any provision to the contrary (if any) contained in the T&Cs:-

- a) each Party undertakes to fully indemnify the other Party against any claim of infringement of IPR and against all costs, expenses, charges, demands, proceedings, actions, losses and damages which the other Party may incur in any action for such infringement;
- b) or for which the other Party may become liable in any action being brought against the other Party arising out of the matters referred to in Clause 12;
- c) provided that there is no breach on the part of the other Party, the other Party shall be given discretion with regards to the control of any proceedings or negotiations in connection with the claim or threatened claim and shall be exclusively entitled to appoint and instruct legal advisers and counsel in connection with any such proceedings or negotiations and to determine the forum for any such proceedings; and
- d) The obligation of the Parties under this Clause 12 shall survive the expiry or termination of the T&Cs for whatever reason.

13. DISCLAIMER AND LIMITATION OF LIABILITY

13.1 The Merchant acknowledges that the Bank makes no representations or warranties of any kind whatsoever in respect of the provision of the Services and shall not be held liable for any consequential or indirect loss or damage claimed by the Merchant whatsoever and howsoever arising from the use of the Services.

13.2 The Bank shall use its best endeavours to ensure the continuity and efficiency of the provision of the Merchant at all times.

13.3 The Bank shall have no responsibility or liability with respect to the installation, maintenance, compatibility or performance of all or any of the Terminal Vendor's equipment and shall not be responsible if changes in any of Terminal Vendor's facilities, operations, applications, procedures and/or products:

- a) render any of hardware or EDC Terminal of the Bank or the EDC Terminal obsolete;

- b) require modification, alteration, changes or substitution to any of the Terminal Vendor's hardware;
- c) otherwise affect the performance of any of the Terminal Vendor's hardware; or
- d) any other negligence or action contributed by the Terminal Vendor or its representative.

13.4 The Bank shall also not be responsible or be held liable for any indirect and consequential loss of, damage to or destruction of any property, or the injury or death of any persons resulting from the use or operation and/or any defects or defaults in the use or operation of any of Terminal Vendor's hardware which are used in the provision of the relevant Terminal Vendor's Services pursuant to the T&Cs unless deemed of negligence or fraud or misconduct by either Parties.

13.5 Under no circumstances will the Bank be liable to pay damages or indemnify the Merchant or its personnel, agent or subcontractors for or in relation to any fraud, wilful default or negligence of the Merchant or other persons or entities over whom it has control over.

14. FORCE MAJEURE EVENTS

14.1 Neither the Merchant nor the Bank shall be in breach of its obligations under the T&Cs if it is unable to perform its obligations hereunder (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
- b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- d) nuclear explosion, radioactive or chemical contamination or radiation;
- e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; or
- f) riot, commotion or disorder, unless solely restricted to the Bank, its personnel, servants or agents.

14.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under the Terms and Conditions (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

14.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of the T&Cs, then the Parties may agree that the Facility may be terminated upon mutual agreement of the Parties.

14.4 If the Facility is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties hereunder shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.

14.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.

14.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

15. BUSINESS CONTINUITY

15.1 Where applicable, the Merchant shall ensure that a Business Continuity Plan is in place in relation to the Facility services provided. This is to enable the Facility to continue to run and operate and the Merchant to continue performing the services in the event any disruption event occurs.

15.2 The Merchant shall ensure that the Business Continuity Plan is regularly tested at such intervals as directed by the Bank at the Bank's sole and absolute discretion to ensure smooth and uninterrupted operations, and where applicable, shall provide the results of such tests to the Bank within a time frame stipulated by the Bank or in accordance with the T&Cs.

15.3 The Merchant shall prepare the tests plan and test duration subject to the Bank's feedback and approval which test plans shall cover any matters as directed by the Bank, including but not limited to probable, adverse scenarios, and the ability to perform the Services, recovery time objectives and resumption operating capacities, escalation, activation and crisis management procedures in the event any disruption events, disaster events or any problems affecting the services or (where applicable) the connection thereto occurs. The happening of any disruption events shall not affect the performance and continuity of the Services herein.

16. DISCLOSURE OF INFORMATION

16.1 It is hereby agreed by the Merchant that the Bank 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, servant and/or subcontractor appointed/engaged by the Bank or to any person/party for purposes connected with the products.

16.2 The Merchant hereby authorises the Bank and/or its officers to make use of, disclose, divulge or reveal any information relating to its accounts for purposes of or in connection with any action or proceeding taken for purpose of chargeback or towards the recovery of monies due and payable by the Merchant to the Bank. Subject to the T&Cs, no Party shall without the prior written approval of the other Party, be entitled to disclose any information relating to the T&Cs to any agent or subcontractor appointed or engaged by the Party or to any authorised person in connection with any eCard products and in the event such approval is obtained from the other Party, the Parties undertake to ensure that such disclosure is reserved for the purpose intended and shall not be used to discriminatory disclose information.

17. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 17.1 A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information to any person.
- 17.2 A Party shall not be in breach of Clause 17 in circumstances it is legally compelled to disclose the other Party's Confidential Information as required by law or any government or judicial authority.
- 17.3 Each Party shall take all reasonable steps to ensure that its employees do not make public or disclose the other Party's Confidential Information.
- 17.4 Notwithstanding any other provision of this Clause, a Party may disclose the Confidential Information to its parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountants on a need-to-know basis, provided however that such Party shall remain liable for any breach by its parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountants of Clause 17.
- 17.5 A Party shall indemnify the other Party against any loss or damage, which the other Party may sustain or incur as a result of any breach of Confidential Information by such Party or its employees.
- 17.6 The term "Confidential Information" shall mean all know-how, trade secrets, methodology, processes, price sensitive information and any other type of information forwarded to a Party herein on the understanding that such information is to be treated as confidential and includes, but is not limited to all communications, correspondence, memos, reports, minutes of meetings, surveys, test reports, findings and any other form or type of information produced, generated, collated or stored, whether in oral, written or electronic format as a result of or arising out of the T&Cs by either Party hereto.
- 17.7 This Clause shall survive the expiry, completion or termination of the Facility.
- 17.8 Each Party shall comply with all applicable laws pertaining to the privacy of customer data including but not limited to Islamic Financial Services Act 2013.
- 17.9 In addition to the obligations of confidentiality, each Party agrees and undertakes to the other that it shall comply with the provisions of the Personal Data Protection Act 2010 ("Act") and its regulations, by-laws, codes of practice and/or any regulatory requirements pertaining to the Act that may be issued from time to time by the regulatory authority in Malaysia in connection with any obligation hereunder which requires the Party to process personal data. For clarification, any reference of processing of personal data shall be as defined under Section 4 of the Act and in accordance with the requirements of Part II of the Act in relation to the personal data protection principles.
- 17.10 Where required under the Act, each Party shall obtain the necessary consent from the customer in order to allow the other Party to process the personal data of the customer.
- 17.11 Where the personal data of any customer is required to be transmitted or transferred outside Malaysia, whether by either Party or both, for the purpose of conclusion or performance of contract which is entered by the customer or is in the interest of the customer, the transmitting or transferring Party or Parties shall additionally comply with the requirements of the personal data protection laws in the target jurisdiction where the personal data is transmitted or transferred.
- 17.12 In the event that (a) the target jurisdiction does not have any personal data protection laws in place or in force; or (b) the standard of protection provided by the target jurisdiction's personal data protection laws are less than equivalent to the requirements of Act, the provisions of the Act shall automatically apply and the Party or Parties shall additionally undertake all reasonable precautions and due diligence to ensure that (i) the data processor in the target jurisdiction shall comply with all the requirements of the Act; and (ii) the personal data of the customer are not processed in any way that contravenes the Act.
- 17.13 In addition to the provisions above, each Party shall also:
- a) process such data only in accordance with the other Party's lawful instructions; and
 - b) take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such data.

18. TERMINATION OR SUSPENSION

- 18.1 Notwithstanding any other provision in the T&Cs, either Party may give not less than one (1) month notice in writing in advance to the other Party to terminate the Facility if;
- a) a Party become insolvent or enter bankruptcy, receivership or administration or make an assignment for the benefit of creditors generally;
 - b) a Party suffer an execution, attachment, repossession of or foreclosure on all or substantially all of your assets;
 - c) a Party cease all or a substantial portion of your business or operations;
 - d) a Party undergo a merger or substantial change in ownership or control; or
 - e) any event occurs, or series of events occur, whether related or not, which in our opinion may affect your ability or willingness to comply with any of your obligations under the T&Cs or to the Cardholder(s) in question;
 - f) any breach of default on the part of the Merchant under the T&Cs and/or if the Bank has reason to believe or at its absolute discretion is of the view that the Merchant has presented a fraudulent or counterfeit transaction for payment and/or where the Cardholder denies/disputes such transaction and/or the Merchant has been identified by Visa Worldwide or Mastercard® as engaging in the compromising of the Cardholder's accounts activity; then in any such events, the Facility services shall terminate automatically and all debts and obligations owed to the Bank shall be deemed immediately due and payable. The Bank shall be entitled to maintain a reserve from payments due to the Merchant and/or take such other actions as the Bank may be entitled to hereunder or under applicable law or equity.

- 18.2 Notwithstanding anything herein, the Bank shall have the right to terminate the Facility at any time and for any reason whatsoever subject to giving the Merchant thirty (30) days prior written notice.
- 18.3 Upon termination pursuant to Clause 18.1 and Clause 18.2, the Bank's obligation to reimburse the Merchant under Clause 2.2 shall cease on the effective date of any of such termination aforesaid, and the Bank shall not be obliged or bound to make any payment on Sales Slips presented thereafter.
- 18.4 Notwithstanding the aforesaid, the Bank's rights and entitlement hereof against the Merchant shall survive the termination of the Facility for or relating to any Card transaction or Sales Slips presented by the Merchant prior to the date of termination.

19. ASSIGNMENT

- 19.1 Other than as provided for in the T&Cs, neither the rights nor the obligations of either Party under the T&Cs may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written consent of the other Party.

20. WAIVER

- 20.1 Failure or neglect by either Party to enforce at any time of the T&Cs will not be construed nor will be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of the T&Cs nor prejudice such Party's rights to take subsequent action.

21. NOTICES

- 21.1 Unless provided otherwise in the T&Cs, notices herein shall be in writing and may be given by despatch, by registered or ordinary post or by facsimile to the respective addresses and contact numbers of the Parties hereinbefore mentioned or any other addresses and contact numbers which a Party may notify the other of from time to time.
- 21.2 Notices will be deemed given by one Party to the other:
- a) in the case of hand delivery, upon written acknowledgement of the notice by the receiving Party;
 - b) in the case of registered or ordinary post, within five (5) Business Days from the date of posting;
 - c) in the case of facsimile, upon receipt of the confirmation of the transmission from the transmitting machine on a Business Day and on the next Business Day following the transmission if the day of transmission is not a Business Day.

22. AMENDMENT

- 22.1 The Bank shall have right to amend the T&C with prior written notification to the Merchant.

23. TIME

- 23.1 Time wherever mentioned herein shall be of the essence of the T&Cs.

24. PRESS RELEASES/PUBLICITY

- 24.1 The Parties shall discuss and agree before any public announcement is made in regard to their discussion, the existence of any agreement between or involving them, their plans and all similar matters. No press release shall be issued by either Party in regard to the matters addressed herein which has not also been approved by the other Party.

25. DISPUTE RESOLUTION

- 25.1 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.
- 25.2 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 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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,
- 25.7 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.

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

26. GOVERNING LAW

26.1 The T&Cs shall be governed by and construed in accordance with the laws of Malaysia.

27. LANGUAGE

27.1 In the event of any conflict in the interpretation of the T&Cs and any translation of it in any language, the English version of the T&Cs shall prevail.

27.2 LANGUAGE

In the event of any conflict in the interpretation of the T&Cs and any translation of it in any language, the English version of the T&Cs shall prevail.

28. BINDING EFFECT

28.1 The T&Cs shall be binding upon the successors-in-title or permitted assigns of the Bank and Merchant and the respective successors-in-title and permitted assigns of the Bank.

29. SEVERABILITY

29.1 If any provisions of the T&Cs or any part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

30. COSTS

30.1 Each of the Parties shall respectively bear their own costs in connection to the T&Cs.

31. WARRANTY AND REPRESENTATION

31.1 The Merchant represents that statements furnished to the Bank are all statements of facts within the actual knowledge of the Merchant and are correct and in order at all times.

32. INDEMNITY

32.1 Notwithstanding any other provisions of the T&Cs, the Merchant agrees that it shall fully indemnify the Bank for and against any loss or damage, costs and expenses including legal fees stated which the Bank may incur in enforcing or seeking to enforce the payment of the value on the Sales Slips by the Cardholder and in enforcing the T&Cs against the Merchant.

33. COMPLIANCE

33.1 The Parties shall, in performing its obligation mentioned herein, comply with all laws, authorisations and notices of the regulator(s), supervisory bodies and/or any governmental agencies.

34. GOOD FAITH

34.1 The Parties shall cooperate with each other in good faith in order to achieve the objectives set forth in the T&Cs, and shall exercise their best efforts to accommodate each other requests, as long as the same are reasonable and within their capacity to fulfil; and

34.2 The Parties shall resolve any issue, which is not expressly addressed herein in the spirit of co-operation and good faith.

35. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING ACT 2001 (ACT 613)

35.1 The Merchant hereby warrants that it has been operating and shall conduct its operation in compliance with the money laundering requirements of all applicable governmental authorities and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority, including but not limited to the Anti-Money Laundering Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 (collectively, "AML/CFT"). In this regard, the Merchant agrees that it will not:

- a) engage, directly or indirectly, in any transaction that involves proceeds of any unlawful activity;
- b) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
- c) 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.

35.2 The Merchant further warrants that no action, suit or proceeding by or before any court or governmental authority or any arbitrator involving the Merchant with respect to AML/CFT is pending or, to the best knowledge of the Merchant,